MICHELMERSH
Britain's Brick Specialists

As 'Britain's Brick Specialists', Michelmersh Brick Holdings PLC unites the best in clay traditions. Michelmersh is the UK's premium producer of clay bricks, pavers, special shaped bricks and prefabricated products.

We have grown and innovated from brands that enjoy rich heritages, and have become some of the most trusted names behind today's prestigious built environments. The latest technology and new designs let us satisfy wider audiences and still retain our reputation for beautiful, durable, natural looking clay pieces.

Call our Central Sales Office on 0844 931 0022 for products from any of our brands, or visit us at www.mbhplc.co.uk.

MICHELMERSH BRICK UK LIMITED

CONDITIONS OF SALE

1 Definitions and Interpretation

"Bespoke Product" means any product made, adapted or finished to the Customer's requirements or Specification and not forming part of Michelmersh's standard range.

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

"Business Hours" means 9.00 am to 5.00 pm on a Business Day.

"Call Off Schedule" means the written schedule agreed by Michelmersh and the Customer for deliveries under a Select Order, including the quantities, frequency and Longstop Date.

"Conditions" means these conditions of sale, as amended from time to time in accordance with clause 18.2.

"Contract" means the contract between Michelmersh and the Customer for the sale and purchase of Products in accordance with the Order, these Conditions and the Approved Distributors Trading Terms(if applicable in accordance with clause 2.5).

"Customer" means the entity purchasing the Products from Michelmersh under a Contract, being the distributor or other business buyer and not any end consumer or other downstream purchaser.

"Delivery Location" means the location stated in the Order or otherwise agreed in writing by Michelmersh and the Customer as the place Products will be delivered, including Michelmersh's depot where the Customer collects the Products.

"Approved Distributors Trading Terms" means the terms governing the overall relationship between Michelmersh and its distributors, as amended or replaced from time to time and incorporated into each Contract by reference.

"Force Majeure Event" means any event, circumstance or cause outside our reasonable control, including natural disaster, fire, flood, epidemic or pandemic, extreme weather, war, terrorism, civil commotion, industrial dispute, failure of utilities, transport or infrastructure, shortage or unavailability of raw materials, or breakdown of a kiln or other manufacturing equipment.

"Longstop Date" means the latest date agreed in a Call Off Schedule for delivery of all Products forming part of a Select Order.

"Order" means the Customer's order for Products as set out in a purchase order, written acceptance of Michelmersh's quotation or estimate, Select Order Form or other ordering document accepted in writing by Michelmersh.

"Product" or "Products" means the goods, including any Bespoke Product, or any part of them, set out in an Order.

"Select Order" means an Order accepted by Michelmersh under the Select Order Process in clause 12.

"Select Order Form" means the form or other document issued by Michelmersh and completed by the Customer to request a Select Order, including any applicable Call Off Schedule.

"Specification" means any specification for the Products, including related plans and drawings, agreed in writing by Michelmersh and the Customer.

"Standard Products" means machine-made Products within our standard range, that are not Bespoke Products or special-shaped bricks and associated products.

"Michelmersh" means Michelmersh Brick UK Limited (registered in England and Wales with company number 2527552), whether trading as Blockleys, Carlton, Freshfield Lane, Michelmersh or Floren (Belgium), whose registered office is at Freshfield Lane, Haywards Heath, Sussex RH17 7HH and, where applicable, any other member of the Michelmersh Group that supplies Products. "We", "us" and "our" means Michelmersh, and "you" and "your" means the Customer.

Interpretation.

A reference to a person includes a natural person, corporate or unincorporated body, whether or not having separate legal personality.

A reference to a party includes its successors and permitted assigns.

A reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes subordinate legislation made under it.

The words including, include, in particular, for example and similar expressions are illustrative and do not limit the sense of the words preceding them.

A reference to writing or written includes email.

Headings do not affect the interpretation of these Conditions, and a reference to a clause or schedule is to a clause of, or schedule to, these Conditions.

2 Basis of Contract and Formation

2.1 These Conditions set out the basis upon which we, Michelmersh have agreed to sell our Products to you. These terms may not be varied unless agreed by us and confirmed in writing in accordance with clause 18.2.

2.2 A quotation or estimate provided by Michelmersh is valid for three months from its date, unless withdrawn earlier. Such a quotation or estimate is not itself an offer capable of acceptance to form a contract (it is an invitation to treat). The Customer's written confirmation of a quotation or estimate, or submission of an Order, constitutes an offer by the Customer to purchase the Products on these Conditions. A Contract comes into

existence only when Michelmersh issues its written acceptance of an Order. Receipt by Michelmersh of an Order, deposit or other payment does not, of itself, constitute acceptance. The Customer must ensure that any Order and applicable Specification are complete and accurate.

2.3 These Conditions apply, to the fullest extent permitted by law, to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing, including any terms in a purchase order, order acknowledgement, delivery note or other Customer document.

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

2.5 In addition to these Conditions, the Approved Distributors Trading Termswill also apply to you if we have agreed this with you. The Approved Distributors Trading Termsset out additional binding terms on which you may be appointed as an approved distributor to promote and resell Products, as well as governing our overall relationship, whereas these Conditions govern each individual transaction for the sale and purchase of Products. If there is any conflict, these Conditions shall prevail.

2.6 A specific price, quantity, product description, Specification or Delivery Location stated in an Order and expressly accepted in writing by Michelmersh applies to the relevant Contract only and does not amend these Conditions or the Approved Distributors Trading Termsmore widely.

3 Products Description and Specifications

3.1 The Products shall be as described in the Order and, where applicable, the Specification, to all material extents.

3.2 Samples, colours, tones, textures and finishes are approximate only and may vary because the Products are clay products and samples are taken from bulk production. Such variations are not a material non-conformity unless the relevant Specification expressly provides otherwise.

3.3 Michelmersh may amend the Specification where required to comply with applicable law or regulatory requirements and shall notify the Customer of any such amendment.

3.4 Any samples, drawings, descriptive matter, advertising, catalogues or brochures produced by or on behalf of Michelmersh are for the sole purpose of giving an approximate idea of the Products and, unless expressly incorporated in the Contract, do not form part of it or have contractual force.

4 Price

4.1 Unless otherwise agreed in writing, the price of the Products is:

(a) the price prevailing on the date of dispatch of the Products, subject to clause 4.2;

(b) inclusive of the cost of delivery, packaging and mechanical offload at the agreed Delivery Location; and

(c) exclusive of VAT, which shall be paid in addition by the Customer at the rate in force on the date of invoice.

4.2 We may increase the price of the Products:

(a) for any Order requiring delivery over a period exceeding six months, to our then list price prevailing on the date of dispatch of the Products;

(b) at any time before delivery where there has been an increase in the cost of raw materials, labour, services, transport, energy or currency exchange rates, to reflect that increase;

(c) where, after the price has been agreed, the Customer requests a change to the delivery date, quantities, type of Products or Specification, or gives or delays instructions that increase Michelmersh's costs, to reflect the resulting increase in those costs.

5 Payment

5.1 We may invoice you on or at any time after completion of delivery of the Products or any instalment of them.

5.2 All sums are payable at or by the end of the month following the month in which we issue our invoice.

5.3 You shall pay each invoice in full and in cleared funds to a bank account nominated in writing by us.

5.4 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).

5.5 If you fail to pay any amount due to us by the due date, you shall pay interest on the overdue sum accruing from the due date until payment on a daily basis, whether before or after judgment, at 4% a year above the Bank of England base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.6 If we issue proceedings to recover any amount owed by the Customer, we may claim reimbursement of our legal and other recovery costs on a full indemnity basis.

5.7 Time for payment of our invoices is of the essence of the Contract.

6 Delivery

6.1 Any date for delivery referred to in an estimate, quotation or acknowledgement of Order is approximate only, and time for delivery is not of the essence. A fixed delivery date cannot be guaranteed because production and delivery depend on factors such as kiln scheduling, the availability of raw materials and weather conditions affecting production, as well as transport availability.

6.2 We will use reasonable endeavours to deliver by any estimated date but we shall not be liable for any delay in delivery of the Products, including under the Select Order Process, to the extent caused by the production process, quality control, kiln scheduling, raw material availability, weather conditions, variability in Customer's demand, transport issues, a Force Majeure Event or the Customer's failure to give adequate delivery instructions.

6.3 Delivery of an Order is completed:

(a) where Michelmersh delivers to the Customer, when the Products are offloaded at the Delivery Location; or

(b) where the Customer collects the Products, when Michelmersh has loaded them onto the Customer's vehicle.

6.4 We may deliver an Order by instalments. Each instalment constitutes a separate Contract, and any delay in delivery of or defect in an instalment shall not entitle the Customer to cancel any other instalment. Michelmersh will give the Customer as much notice as possible of each intended delivery date. Deliveries may be made at any time during Business Hours.

6.5 The Customer shall ensure that its representative is available at the Delivery Location to take delivery of and sign for the Products. If the Customer fails to take delivery, Michelmersh may return the Products to its depot and recover its haulage, storage and other reasonable costs arising from the wasted journey.

6.6 Without limiting this clause 6, Michelmersh shall not be liable for delay in delivery to the extent that:

(a) the Customer fails to have a representative at the Delivery Location to sign for the delivery;

(b) the Delivery Location is not adjacent to a main highway, or Michelmersh's driver reasonably considers an access route unsafe or likely to damage Michelmersh's or its haulier's vehicle; or

(c) the Customer wishes to collect the Products and Michelmersh reasonably considers the Customer's vehicle unsuitable for transporting them.

6.7 The Customer shall inspect the Products on delivery.

6.8 The Customer shall note any shortage, incorrect Products or damage on the delivery note and notify Michelmersh in writing within seven days of delivery. For latent defects, the Customer shall notify Michelmersh within a reasonable time after discovery. A claim received outside these periods may be rejected to the extent permitted by law.

6.9 If Products delivered to the Customer are short or damaged, Michelmersh may, at its option, replace the Products or refund their price. Michelmersh is not obliged to replace or refund damaged Products where the delivery has been unpacked and distributed across the Customer's site or the Products have been wholly or partly incorporated into works.

6.10 If Michelmersh fails to deliver by an agreed date, the Customer may give written notice requiring delivery within a reasonable final period. If Michelmersh fails to deliver within that period, the Customer may cancel the affected Products only; the Customer's sole remedy for that failure is the remedy in clause 6.9.

6.11 If the Customer refuses to take delivery of the Products, the Customer shall be liable for any loss Michelmersh incurs as a result of that refusal and Michelmersh's reasonable charges for the care, custody and storage of the Products until delivery can be effected.

7 Risk and Title

7.1 Risk in the Products shall pass to the Customer on completion of delivery in accordance with clause 6.3, whether the Products are delivered by Michelmersh or collected by the Customer from Michelmersh's depot.

7.2 The Customer shall keep the Products insured at their full replacement value against all insurable risks from and including the date of delivery until title passes to the Customer, and shall provide evidence of that insurance to Michelmersh on request.

7.3 Notwithstanding delivery of our Products and risk in them passing to you in accordance with this clause, title in the relevant Products shall not pass to you until Michelmersh receives payment in full in cleared funds in respect of those Products, and any other Products supplied by Michelmersh to the Customer for which payment is due, together with all accrued interest and other sums due under the Contract.

7.4 Until title passes to the Customer, the Customer shall:

(a) store the Products separately from all other goods held by the Customer so that they remain readily identifiable as Michelmersh's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

(c) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(d) notify Michelmersh immediately if it becomes subject to any of the events listed in clause 9.1(b) to 9.1(e); and

(e) give Michelmersh such information as Michelmersh may reasonably require about the Products and the Customer's ongoing financial position.

7.5 Subject to clause 7.6, the Customer may resell or use the Products in the ordinary course of its business, but not otherwise, before Michelmersh receives payment. If the Customer resells the Products before that time, it does so as principal and not as Michelmersh's agent, and title to the Products passes from Michelmersh to the Customer immediately before the resale.

7.6 At any time before title passes, Michelmersh may by written notice terminate the Customer's right under clause 7.5 to resell or use the Products in the ordinary course of its business and require the Customer to deliver up all Products in its possession or control that have not been resold or irrevocably incorporated into another product. If the Customer fails to do so promptly, Michelmersh may enter any premises of the Customer or of any third party where the Products are stored to recover them, and the Customer shall procure entry to any such third-party premises if requested.

8 Quality, Warranty and Exclusion of Liability

8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2 Nothing in the Contract limits or excludes liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;

(d) defective products under the Consumer Protection Act 1987; or

(e) any liability that cannot legally be limited or excluded.

8.3 Subject to clause 8.2, Michelmersh's total aggregate liability to the Customer under or in connection with the Contract, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall not exceed an amount equal to the price payable by the Customer in respect of that Contract.

8.4 Subject to clause 8.2, the following types of loss are wholly excluded:

(a) loss of profits, including loss of anticipated savings;

(b) loss of contracts or agreements;

(c) loss of business, sales or revenue;

(d) loss of goodwill or reputation;

(e) loss of data or corruption of software, data or information; or

(f) indirect or consequential loss.

8.5 Michelmersh shall not be liable for the Products if:

(a) the Customer makes any further use of the Products after notifying Michelmersh of the defect;

(b) the defect arises because the Customer failed to follow Michelmersh's oral or written instructions as to storage, commissioning, installation, use or maintenance of the Products or, if there are none, relevant trade practice;

(c) the defect arises as a result of Michelmersh following any drawing, design or Specification supplied by or on behalf of the Customer;

(d) the Customer alters or repairs the Products without Michelmersh's written consent;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions;

(f) the Products differ from their description or Specification as a result of changes made to ensure compliance with applicable statutory or regulatory requirements; or

(g) the alleged non-conformity is a natural variation in colour, tone, texture or finish within the scope of clause 3.2.

8.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

8.7 These Conditions apply to any repaired or replacement Products supplied by Michelmersh.

8.8 You acknowledge that you are buying in the course of your business and that you have not relied upon our skill or judgment as to whether our Products are fit for your particular purpose even in circumstances where you have explained that purpose to us.

8.9 This clause 8 survives termination or expiry of the Contract.

9 Termination, Events of Default and Insolvency

9.1 Without limiting its other rights or remedies, Michelmersh may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of the Contract and, if the breach is capable of remedy, fails to remedy it within seven days after being notified in writing to do so;

(b) the Customer repeatedly breaches the Contract;

(c) the Customer fails to pay any amount due under the Contract by its due date;

(d) 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, ceasing to carry on business, or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in that jurisdiction;

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

(f) 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.

9.2 Without limiting its other rights or remedies, Michelmersh may suspend supply of the Products under the Contract or any other contract between the Customer and Michelmersh if any of the events listed in clause 9.1(a) to 9.1(f) occur, or Michelmersh reasonably believes that the Customer is about to become subject to any of them.

10 Force Majeure

10.1 We are not liable for any delay or failure to deliver the Products, or otherwise to comply with the Contract, where this is caused by a Force Majeure Event. A Force Majeure Event does not excuse the Customer's obligation to pay for Products delivered or accepted before the event.

11 Product Returns

11.1 Michelmersh may, at its sole discretion, permit the Customer to return Standard Products within three months of delivery if they are surplus to the Customer's requirements, provided that:

(a) the Standard Products are not damaged and are returned to Michelmersh in good condition in their original packaging; and

(b) the Customer has notified Michelmersh in writing in advance of the quality and type of Standard Products to be returned and agreed with Michelmersh the time and Delivery Location for their return.

11.2 Michelmersh will refund the price of Standard Products it has agreed to accept, less 25% and any haulage costs incurred by Michelmersh, by issuing a credit note to the Customer within 30 days after receipt and acceptance of the Standard Products.

11.3 Michelmersh cannot accept the return of any Bespoke Product, special-shaped brick or associated products for any reason.

12 Select Order Process

12.1 The Approved Distributors Trading Terms, clause 4, sets out the process for agreeing Select Orders with approved distributors, in accordance with a Call Off Schedule. This provides a regime for Michelmersh to store Products ordered by the Customer at Michelmersh's premises pending delivery under a Call Off Schedule. Subject to clause 6, Michelmersh will use reasonable endeavours to deliver the Products in accordance with the Call Off Schedule. Except as expressly stated in this clause 12, these Conditions apply.

12.2 The Call Off Schedule shall be set out in Michelmersh's estimate or the Select Order Form. If no Call Off Schedule is pre-agreed, the Customer may request in writing delivery of up to the quantity of Products that can be delivered on one articulated vehicle per week to its designated site, subject to availability and clause 6. The Call Off Schedule shall specify:

(a) the quantity of Products to be delivered by Michelmersh to the Customer's designated site;

(b) the frequency of deliveries, whether weekly, monthly or on demand;

(c) the latest date by which delivery of all Products forming part of the Select Order must be made, being the Longstop Date;

(d) if no Longstop Date is agreed, Michelmersh may deliver the balance of the Products held for the Customer under the Select Order no later than six months after Michelmersh accepts the Select Order.

12.3 To accept an estimate for the supply and delivery of Products using the Select Order Process, the Customer must confirm its Order in writing and pay a deposit equal to the cost of 10,000 bricks of the ordered brick type or such other deposit as specified in the estimate.

12.4 Payment of the deposit does not constitute acceptance of the Order. Michelmersh is not contractually bound to supply the Products until it has confirmed acceptance of the Order and receipt of the deposit in writing.

12.5 Once Michelmersh accepts the Select Order, it shall retain the deposit and credit it against the final invoice for that Select Order. If Michelmersh does not accept the Select Order, it shall refund the deposit.

12.6 The delivery provisions in clauses 6.1 to 6.11, including the capped non-delivery remedy in clause 6.4, apply to each delivery under a Select Order, subject to the specific arrangements in this clause 12.

12.7 Once Michelmersh has accepted the Select Order in writing, it shall notify the Customer when the Products have been manufactured and are available for inspection. The Customer has seven Business Days from the date of that notice to inspect and accept the Products. If the Customer does not inspect and notify Michelmersh in writing of any objection within that period, the Customer is deemed to have accepted the Products. The delivery, risk, title, quality and liability provisions of clauses 6 to 8 apply to each batch delivered under the Call Off Schedule.

12.8 Fees and Payment for Select Orders

(a) Michelmersh may invoice the Customer on or at any time after delivery of any Products delivered in accordance with the Call Off Schedule;

(b) clauses 5.2 to 5.6 apply to all Select Orders;

(c) any deposit held by Michelmersh shall be credited against the last invoice for the Select Order and does not give the Customer a right of set-off; and

(d) the price agreed for a Select Order is fixed, and clauses 4.1 and 4.2(a) to 4.2(b) do not apply, but Michelmersh may adjust the price under clause 4.2(c) where the Customer requests a change to the delivery date, quantities, type of Products or Specification, or where storage charges arise under clause 12.9.

12.9 Longstop Date and Storage.

If Michelmersh is still holding any Products for the Customer on the Longstop Date, Michelmersh may, at its discretion and without obligation, either:

(a) Michelmersh and the Customer agree in writing to retain the balance of Products at Michelmersh's premises for a further period, with any agreed revision to the Call Off Schedule, and the Customer pays the agreed storage fee monthly in advance plus VAT; or

(b) subject to clause 6, Michelmersh delivers the balance of Products held for the Customer, and the Customer pays any applicable storage and delivery charges monthly in advance plus VAT.

If the Customer fails to pay any invoice on its due date, or an event listed in clause 9.1 occurs or is reasonably anticipated, Michelmersh may suspend delivery of any Products under any Select Order until the relevant default or risk has been remedied.

12.10 Termination of a Select Order

If an event of default arises as described in clause 9, Michelmersh may, at its discretion:

(a) deliver the remaining Products held for the Customer under the Select Order immediately and invoice the Customer for them; or

(b) cancel the Select Order, in which case Michelmersh is relieved of any obligation to make further deliveries under it.

On termination of a Select Order for any reason, the deposit shall be credited against all invoices owing to Michelmersh in respect of that Select Order and the Customer shall immediately pay all outstanding invoices. Any remaining balance shall be applied against other sums properly due under the Contract, with any balance then refunded to the Customer.

13 Product Recall

13.1 If Michelmersh reasonably believes that any Products are defective, unsafe or non-compliant, or that a recall or corrective action is required, Michelmersh may by written notice require the Customer immediately to cease selling, distributing or otherwise supplying the affected Products and to stop using them.

13.2 The Customer shall immediately quarantine affected Products, segregate and identify them, prevent their sale or distribution, and return or dispose of them only as directed by Michelmersh.

13.3 The Customer shall promptly provide Michelmersh with all information reasonably requested for traceability, including batch or lot numbers, quantities held, customer and delivery records and details of downstream recipients, subject to applicable data protection law.

13.4 The Customer shall notify Michelmersh immediately of any

complaint, claim or regulatory communication concerning affected Products and shall give all reasonable assistance with any recall, corrective action or regulatory response. Michelmersh may control the recall strategy and external communications, and the Customer shall not make any public statement or admission without Michelmersh's prior written approval unless required by law.

13.5 The Customer shall not resume sale or distribution of affected Products until Michelmersh gives written clearance or the relevant competent authority permits resumption.

14 Termination Consequences

14.1 Termination or expiry of the Approved Distributors Trading Termsdoes not, by itself, terminate a Contract already formed.

14.2 On termination of a Contract for any reason, the Customer shall immediately pay all unpaid invoices and interest and, for Products supplied but not yet invoiced, Michelmersh may submit an invoice which the Customer shall pay immediately on receipt.

14.3 In relation to outstanding Orders, Michelmersh may at its option complete and deliver all or part of the Order, cancel all or part of the Order and charge the Customer for Products manufactured, in production or held for the Customer and any non-cancellable raw-material or other direct costs, or require the Customer to take delivery of Products ready or in production.

14.4 Termination or expiry does not affect any rights or remedies accrued before the termination or expiry date, including the right to claim damages for any breach existing at that date.

14.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect, including clauses 7, 8, 13, 14, 17, 18 and 19.

15 Anti-Bribery and Corruption

15.1 Each party shall comply with all applicable laws, statutes and regulations relating to bribery and corruption, including the Bribery Act 2010.

15.2 The Customer shall not offer, promise, give, request or accept any financial or other advantage intended to induce improper performance or to secure an improper business advantage, and shall maintain policies and procedures designed to ensure compliance with this clause.

15.3 The Customer shall promptly notify Michelmersh of any request or offer of an improper advantage connected with the Contract. A breach of this clause is a material breach for the purposes of clause 9.

16 Modern Slavery

16.1 Each party shall comply with all applicable laws, statutes and regulations relating to slavery and human trafficking, including the Modern Slavery Act 2015.

16.2 The Customer shall maintain policies, procedures and due diligence processes appropriate to its business and supply chain to prevent slavery and human trafficking, shall not use forced or involuntary labour, and shall notify Michelmersh promptly of any actual or suspected breach.

16.3 The Customer shall provide information and reasonable assistance requested by Michelmersh to verify compliance with this clause and shall promptly cooperate in any remediation. A breach of this clause is a material breach for the purposes of clause 9.

17 Anti-harassment

17.1 Michelmersh shall ensure that its staff undertake appropriate training as may be required in order to perform the Contract in accordance with relevant anti-harassment regulations and legislation applicable to its activities, including carrying out training designed to prevent harassment and/or inappropriate conduct by staff.

18 General

18.1 Michelmersh may at any time assign, mortgage, charge, subcontract, delegate or otherwise deal with any or all of its rights and obligations under the Contract. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate or otherwise deal with any of its rights or obligations under the Contract without Michelmersh's prior written consent.

18.2 No variation of the Contract shall be effective unless it is in writing and signed by the parties or their authorised representatives.

18.3 A waiver of any right or remedy is effective only if given in writing and shall not be treated as 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 does not waive or restrict any other right or remedy.

18.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. The parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result.

18.5 Any notice given under or in connection with the Contract shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or other next working day delivery service to the recipient's registered office (if a company) or principal place of business (in any other case), or sent by email to an address notified in writing. Michelmersh's address is Freshfield Lane, Haywards Heath, Sussex RH17 7HH and its email address is sales@mbhplc.co.uk; the Customer's address and email address are those stated in the Order or Approved Distributors Trading Terms.

18.6 A notice is deemed received: if delivered by hand, when left at the proper address; if sent by post or next working day delivery service, at 9.00 am on the second Business Day after posting; and if sent by email, at the time of transmission or, if that time falls outside Business Hours at the place of receipt, when Business Hours resume. This clause does not apply to service of proceedings or other documents in legal proceedings.

18.7 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, and the parties may rescind or vary the Contract without the consent of any other person.

18.8 The Contract constitutes the entire agreement between the parties in relation to its subject matter, subject to the Approved Distributors Trading Termsif applicable in accordance with clause 2.5. Each party acknowledges that, in entering into the Contract, it does not rely on any statement, representation, assurance or warranty not set out in the Contract, except that nothing in this clause limits liability for fraud or any liability that cannot legally be limited or excluded.

18.9 Nothing in the Contract creates a partnership, joint venture or agency relationship between the parties, and the Customer has no authority to bind Michelmersh or make any representation on Michelmersh's behalf.

19 Governing Law and Jurisdiction

The Contract and any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.