

**1. BASIS FOR SALE.**

- 1.1 All Goods sold by the Supplier are sold subject to these Conditions.
- 1.2 The Order constitutes an offer by the Buyer to purchase Goods in accordance with these Conditions. The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order, at which point and on which date the Contract shall come into existence (Commencement Date). No obligation shall arise until the Supplier has accepted the Buyer's Order on the Conditions hereof.
- 1.3 No alteration, modification or variation to the Contract shall be binding unless agreed in writing by the Supplier.
- 1.4 The Supplier's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Supplier in writing.
- 1.5 In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 1.6 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.7 The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions.
- 1.8 JKH Drainage Units Limited reserves the right to change these Terms And Conditions Of Sale at any time and without notice.

2. ORDERS AND SPECIFICATIONS.

- 2.1 The prices, quantities and delivery times stated in quotations are estimates only and are not binding by the Supplier. Unless notified otherwise all quotations are valid for 30 days from the date submitted.
- 2.2 Where the Goods are made to a Goods Specification, instructions or design supplied by the Buyer, the Buyer undertakes full responsibility for the suitability and accuracy of the Goods Specification, instructions or design and shall indemnify the Supplier against any actions, suits, demands, charges, costs, claims, damages, expenses and losses (including loss of profits) whether direct, indirect, special, consequential or otherwise in respect of any actual or alleged infringement of any patent, registered design, trade mark, trade name or copyright and any other loss, damage or expenses incurred by the Supplier by reason of such actual or alleged infringement in any country.
- 2.3 An order will only be deemed accepted by the Supplier when the Buyer receives written confirmation or acknowledgment of such from the Supplier.
- 2.4 Where drawings for approval and product specifications are issued by the Supplier to the Buyer, it is the Buyer's responsibility to thoroughly check all information provided for suitability. The Supplier will not commence manufacture until the Buyer has approved the approval drawings and product specifications. Once approved by the Buyer, the Supplier is responsible for delivering the goods in accordance with the approved drawings and specifications.
- 2.5 The Supplier reserves the right to make any changes in the Goods Specification which are required to conform with any applicable safety or other statutory requirements or, where the Goods have to be supplied to the Supplier's specification, which do not materially affect the quality or performance.
- 2.6 No order which has been accepted by the Supplier may be cancelled by the Buyer except with the agreement in writing of the Supplier. In the event of such a cancellation the Supplier shall not be obliged to take back any unused Goods and the Buyer shall indemnify the Supplier in full against all loss (including but not limited to loss of profit), cost (including the cost of all labour and materials used, all moulds and adaptations to moulds, all drawings and revisions thereof), damages, charges and expenses incurred by the Supplier as a result of cancellation. If the supplier agrees to re-stock goods that the customer has ordered, the supplier reserves the right to charge a re-stocking fee.
- 2.7 All drawings, photographs, illustrations, performance data, dimensions, weights and other technical information and particulars of the Goods are given by the Supplier in the belief that they are as accurate as reasonably possible but are not to be treated as binding or forming part of the Contract.
- 2.8 All Intellectual Property Rights in any drawings, photographs, illustrations or Goods Specifications produced by the Supplier shall be owned by the Supplier.

**3. PRICE.**

3.1 Unless otherwise agreed in writing by the Supplier the price of the Goods shall be the Suppliers quoted price, or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the published price list current at the date of despatch.

3.2 The Supplier reserves the right, by giving notice to the Buyer at any time between the date of quotation and the date of the Buyers confirmation Order, to increase the price of the Goods to reflect any increase in costs to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation, currency regulation, alterations in taxation, alteration of duties, significant increase in the cost of labour, materials or other cost of manufacture), any change of delivery dates, quantities or Goods Specifications which are requested by the Buyer, or any delay caused by any instructions of the Buyer, or failure of the Buyer to give the Supplier adequate information or instructions.

3.3 Unless otherwise agreed in writing all prices are given by the Supplier on an ex works basis, and where the Supplier agrees to deliver the Goods to the Buyer's premises, the Buyer agrees to pay the Supplier's charges for transport, packaging and insurance.

3.4 Unless otherwise agreed in writing, the Supplier shall package the Goods as the Supplier in its discretion considers appropriate in the light of the nature of the Goods and the method of transportation. All returnable packaging, pallets and stillages remain the property of the Supplier and may be charged to the Buyer at the Supplier's current rates if not returned to the Supplier. Any special packaging will be at the Buyer's expense and may delay delivery.

3.5 The price is exclusive of Value Added Tax and all other taxes, duties and charges in respect of the Goods, which shall be payable by the Buyer.

4. TERMS OF PAYMENT.

4.1 Subject to any special terms agreed in writing between the Buyer and the Supplier, the Supplier shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of Goods, in which event the Supplier shall be entitled to invoice the Buyer for the price at any time after the Supplier has notified the Buyer that the Goods are ready for collection or (as the case may be) the Supplier has tendered for the delivery of the Goods.

4.2 There may be occasions where the supplier shall invoice the Buyer in advance of the delivery of goods (Such as, without limitation, where special moulds or formwork must be ordered before manufacture can commence, or where special materials need to be procured that the supplier does not hold in stock). The Supplier will notify the Buyer of any advance payments that are required prior to delivery at the time of quoting.

4.3 The Buyer shall pay each invoice submitted by the Supplier:

4.3.1 Within 30 days of the date of the invoice.

4.3.2 in full and in cleared funds to a bank account nominated in writing by the Supplier.

4.4 The time of payment shall be of the essence of the Contract.

4.5 If payment is not made when due, the Supplier shall be entitled, without prejudice to its other rights, to:

4.5.1 charge interest on the outstanding balance until payment is made in full (and such interest will accrue each day at 2.5% a year above the base rate of Lloyds Bank Plc from time to time, but at 2.5% a year for any period when that base rate is below 0%);

4.5.2 terminate the Contract or suspend further deliveries to the Buyer; and

4.5.3 require payment prior to manufacture in respect of any further Orders.

4.5.4 instruct a debt recovery company and/or solicitors to recover any monies owed and charge all associated costs of recovery to the Buyer.

4.6 The Buyer shall make any payments in full and shall not purport to set off or withhold any payments claimed or due to the Supplier under this or any other Contract.

**5. DELIVERY.**

5.1 Delivery of Goods shall be affected at the Supplier's premises at any time after the Supplier has notified the Buyer that the Goods are ready for collection or, if some other place of delivery is agreed by the Supplier, in writing, by the Supplier, its agent or carrier delivering the Goods at that place.

5.2 If the Buyer intends to collect the Goods from the Supplier's premises, the Buyer must provide at least 48 hours' notice following confirmation from the Supplier that the Goods are complete and ready for collection. It is the Buyer's responsibility to ensure that a suitable vehicle and appropriate equipment are used for collection of the goods.

5.3 Any dates quoted for despatch or delivery of the Goods are estimates only and shall not be construed as fixed delivery dates. Time for delivery shall not be 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 or the Buyer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.4 Once notified of the delivery date, it is assumed to be approved unless you, the Buyer advise the Supplier that the proposed delivery date is not acceptable within 2 Business Days of receiving the notification. The Supplier reserves the right to impose full delivery charges if the Buyer makes changes to planned delivery dates more than 2 Business Days after receiving notification of a delivery date.

5.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer 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 or the Buyer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.6 Where the Buyer is responsible for offloading Goods from the Supplier's vehicle, any damage to the Goods occurring during the unloading process shall be deemed the responsibility of the Buyer. In such cases, the Supplier will consider the Goods to have been delivered in good condition.

5.7 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Supplier to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

5.8 If a scheduled delivery is refused, the Buyer may be liable for the full cost of that delivery. It will then be the Buyer's responsibility to contact the Supplier to arrange re-delivery. Any re-deliveries will incur an additional charge and will be subject to the same terms and conditions outlined herein. Re-delivery charges will be equal to the original delivery cost quoted. If the Goods are not offloaded within the scheduled time—defined as within 2 hours of either the pre-arranged arrival time or the delivery vehicle's arrival at the delivery address (whichever is later)—the Buyer will incur an additional charge of £200 + VAT. A further charge of £100 + VAT will apply for every additional 30 minutes that the delivery vehicle is delayed on site.

5.9 If the Buyer fails to accept delivery of the Goods within 28 Days of the Supplier notifying the Buyer 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:

5.9.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the 28th Calendar Day after the day on which the Supplier notified the Buyer that the Goods were ready; and

5.9.2 the Supplier shall invoice the Buyer in full for the value of the Goods. The Supplier shall store the Goods until delivery takes place and charge the Buyer £12.60+VAT Per Tonne plus £6.30+VAT per product per week on made to order products (excluding weekends and bank holidays) for all related costs and expenses (including insurance).

5.10 If the Buyer requests a specific delivery date that is later changed through no fault of the Supplier, then:

5.10.1 the Supplier shall invoice the Buyer in full for the value of the Goods and the Supplier shall store the Goods until delivery takes place and charge the Buyer £12.60+VAT Per Tonne plus £6.30+VAT per product



per week on made to order products (excluding weekends and bank holidays) for all related costs and expenses (including insurance).

5.11 If the Buyer refuses or fails to take delivery of the Goods or fails to give the Supplier adequate delivery instructions at the time stated for delivery then, without prejudice or any other right or remedy available to the Supplier, the Supplier may:

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

5.12 The Supplier shall be entitled to make partial deliveries or deliveries by instalments and to invoice the Buyer for such deliveries.

5.13 The Supplier shall not be liable for any loss of, or damage sustained by any Goods left with the Supplier beyond the date upon which the Goods deemed to be delivered howsoever caused.

5.14 If 42 Days after the day on which the Supplier notified the Buyer that the Goods were ready for delivery the Buyer has not accepted actual delivery of them:

5.14.1 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 Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods; or

5.14.2 if the Supplier is unable to resell or otherwise dispose of the Goods for any reason whatsoever, the Buyer shall pay to the Supplier the cost of the Goods and any related costs and expenses incurred as a result of the Buyer's failure to accept delivery.

5.15 The Supplier shall not be liable for any loss of, or damage sustained by any Goods left with the Supplier after the date on which the Goods were deemed to have been delivered howsoever caused.

5.16 Disposal of concrete. The Supplier shall charge the Buyer for the disposal of any concrete products which have been ordered in error by the Buyer, at a rate of £150+VAT per tonne.

6. RISK AND PROPERTY.

6.1 The risk of loss and damage to the Goods shall pass to the Buyer on completion of delivery.

6.2 Until the Supplier has been paid in full for the Goods supplied under this or any other Contract between them:

6.2.1 Notwithstanding delivery and the passing of risk, the Supplier shall retain legal and beneficial title to the Goods supplied which the Buyer shall hold as bailee and fiduciary for the Supplier.

6.2.2 The Buyer shall store and maintain records of the Goods in such a way that they are clearly identifiable as the Supplier's property.

6.2.3 The Buyer shall keep the Goods separate from those of the Buyer and third parties and shall keep the Goods properly stored, protected, and insured.

6.2.4 The Buyer may not sell, part with possession of, change the character of, convert or otherwise dispose of or handle the Goods.

6.2.5 The Supplier shall be entitled to trace the proceeds of any sale of Goods owned by the Supplier and any insurance proceeds received in respect of Goods owned by the Supplier. Such proceeds shall be paid into a separate bank account and shall be held by the Buyer on trust for the Supplier; and

6.2.6 The Supplier shall have the right, with prejudice to any other remedies, to enter, without prior notice, any premises, and to repossess and dispose of any Goods owned by it.

6.3. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Buyer does so all monies owing to the Supplier shall without prejudice to any other right or remedy of the Supplier forthwith become due and payable.

7. INTELLECTUAL PROPERTY

7.1 All Intellectual Property Rights in or arising out of or in connection with the Goods (other than Intellectual Property Rights in any materials provided by the Buyer) shall be owned by the Supplier.



7.2 The Buyer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Buyer to the Supplier for the term of the Contract for the purpose of providing the Goods to the Buyer.

8. DEFECTS.

- 8.1 The Supplier will at its option repair or replace free of charge any Goods found to be defective, provided:
- 8.1.1. The defect was notified to the Supplier within three days from the date of delivery (or where the defect or failure was not apparent on reasonable inspection), within a reasonable time after discovery of the defect or failure.
 - 8.1.2. The defects are not caused by fair wear and tear, neglect, misuse, or improper adjustment.
 - 8.1.3. The Supplier shall not be responsible for any defect in Goods supplied which may be due to failure of steel or any failure due to steel being of incorrect specification which is outside the Supplier's control.
 - 8.1.4. The Buyer has used the Goods strictly in accordance with any instructions or recommendations of the Supplier or any tolerances, capacity limits or other Goods Specifications laid down by the Supplier whether orally or in writing.
 - 8.1.5. The Goods have not been subject to improper or abnormal use, maintenance, or storage or materially altered or subject to accident or damage caused by the neglect or omission of any person.
 - 8.1.6. Any defect in the Goods does not arise from any drawing, design or Goods Specification supplied by the Buyer; and
 - 8.1.7. The Buyer has allowed the Supplier reasonable opportunity to inspect the Goods and such inspection confirms that the Goods are defective.

8.2 Subject to applicable statutory rights, the Buyer shall not be entitled to reject the Goods, delay acceptance, or refuse payment of the price, except where the Goods are found to be defective, not as described, or unfit for purpose in accordance with the Consumer Rights Act 2015 or other applicable legislation. In such cases, the Buyer must notify the Supplier within the timeframes set out in Clause 8.1 and allow the Supplier reasonable opportunity to inspect, repair, or replace the Goods before exercising any right to reject or claim a refund.

8.3. Except as expressly provided for in these Conditions, all warranties and Conditions expressed, implied, statutory, or otherwise as to quality or fitness of any of the Goods for any particular purposes or of any other kind except as to title are excluded to the extent permitted by law.

8.4. Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Supplier, its employees or agents or otherwise which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

9. INDEMNITY.

9.1 The Buyer shall fully indemnify the Supplier from and against all actions, suits, demands, charges, costs, claims, damages, expenses and losses (including loss of profits) whether direct, indirect, special consequential or otherwise arising out of or in any way connected with the use by the Supplier of the Buyer's Goods Specifications or any failure of the Buyer to comply with its obligations under the Contract in all respects or any improper use of the Goods by the Buyer.

10. LIMITATION ON LIABILITY

10.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- 10.1.1 death or personal injury caused by negligence;
- 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 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

10.2.4 defective products under the Consumer Protection Act 1987.

10.2 Subject to clause 10.1, the Supplier's total liability to the Buyer shall not exceed £5,000,000 including VAT.

10.3 This clause 10.3 sets out specific heads of excluded loss.

10.3.1 The following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

10.4 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.

10.5 This clause 10 shall survive termination of the Contract.

11. TERMINATION.

11.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

11.1.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

11.1.2 the other party 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;

11.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

11.1.4 the other party'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.

11.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.

11.3 Without affecting any other right or remedy available to it, the Supplier may suspend all further deliveries of Goods under the Contract or any other contract between the Buyer and the Supplier if the Buyer fails to pay any amount due under the Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clause 11.1.2 to clause 11.2.4, or the Supplier reasonably believes that the Buyer is about to become subject to any of them.

11.4 On termination of the Contract:

11.4.1 the Buyer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied or manufactured to order but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Buyer immediately on receipt;

11.4.2 the Buyer shall return all of the Goods or other Supplier materials which have not been fully paid for. If the Buyer fails to do so, then the Supplier may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.



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

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

12. FORCE MAJEURE.

12.1 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a Force Majeure Event). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

13. ASSIGNMENT.

13.1 The Supplier 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.

13.2 The Buyer 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 without the prior written consent of the Supplier.

14. WAIVER.

14.1 The failure of the Supplier to enforce or to exercise any term of or any right arising from these Conditions shall not be construed as a waiver of any such Conditions and shall in no way affect the Supplier's right later to enforce such.

15. SEVERABILITY.

15.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

16. GOVERNING LAW.

16.1 These Conditions shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

17. NOTICES.

17.1 Any notice required or permitted to be given by either party to the other under the Conditions shall be in writing and delivered by hand or by pre-paid first-class post or other next Business Day delivery service, addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

17.2 Any notice shall be deemed to have been received:

17.2.1 if delivered by hand, at the time the notice is left at the proper address;

17.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting.

17.3 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.

18. ENTIRE AGREEMENT.

18.1 The Contract constitutes the entire agreement between the parties.



18.2 Each party 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

18.3 The Supplier reserves the right to amend these terms and conditions of sale at any time and without notice.

19. THIRD PARTY RIGHTS.

19.1 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.

20. VARIATION.

20.1 The Supplier reserves the right to amend these terms and conditions of sale at any time and without notice.

21. INTERPRETATION.

21.1 The following definitions and rules of interpretation apply in these Conditions:

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

Buyer: the person or company who purchases the Goods from the Supplier.

Commencement Date: has the meaning given in clause 1.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 20.

Contract: the contract between the Supplier and the Buyer for the supply of Goods in accordance with these Conditions.

control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be interpreted accordingly.

Force Majeure Event: has the meaning given to it in clause 12.

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

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Buyer and the Supplier.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks 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.

Order: the Buyer's Order for the supply of Goods as set out in the Buyer's purchase order form OR the Buyer's written acceptance of the Supplier's quotation.

Supplier: JKH Drainage Units Limited registered in England and Wales with company number 00965953.

21.2 Interpretation:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.



- (e) A reference to writing or written excludes fax but not email.