

# CREDIT ACCOUNT APPLICATION FORM

36 Walworth Road  
Walworth Industrial Estate  
Andover  
Hampshire  
SP10 5LH



Application is made to strukta Group Limited for credit facilities to be granted to the undersigned. A copy of the Conditions of Sale of strukta Group Limited has been received, and it is understood that these Conditions of Sale and any future amendments thereto, shall govern any contract with them for the purchase of goods.  
Full payment is due 30 days from end of invoice month.

03333 210013  
sales@strukta.co.uk  
www.strukta.co.uk

## BUSINESS DETAILS (Block capitals)

First Name	<input type="text"/>	Last Name	<input type="text"/>
Company Name	<input type="text"/>		
Business status	<input type="checkbox"/> LLP	<input type="checkbox"/> Sole trader	<input type="checkbox"/> Limited company
	<input type="checkbox"/> Partnership	Est	<input type="text"/>
	Co. reg. no.	<input type="text"/>	
Phone (Landline)	<input type="text"/>		
Phone (Mobile)	<input type="text"/>	Additional Mobile	<input type="text"/>
Email (General)	<input type="text"/>		
Business Address	<input type="text"/>		
	<input type="text"/>	Post code	<input type="text"/>

## CREDIT DETAILS (Block Capitals)

Credit required (£)	<input type="text"/>	Contact	<input type="text"/>
Email (Accounts)	<input type="text"/>		
Date	<input type="text"/>		
Authorised Order Placer	<input type="text"/>		

*By signing this form, I confirm that I am authorised to sign on behalf of the company and have read and agreed to the terms and conditions found within this document.*

Signed

In processing your application for credit facilities, we may make enquiries of credit reference agencies who may record those enquiries. We may also disclose information about the conduct of your account with us to credit reference agencies. The information obtained from or provided to credit reference agencies may be used when assessing further applications for credit terms, or debt collections, for tracing and for fraud protection.

For questions pertaining to the opening of your account please do not hesitate to contact our team on 01264 325251 or customeraccounts@strukta.co.uk.

## HOW DID YOU HEAR ABOUT US (Block Capitals)

Please select one of the following

- I had a visit from one of your staff
- I saw you online
- I saw your signs / vans / other advertising
- You were recommended

Other (please Tell us)

## CONDITIONS OF SALE - strukta Group Limited

### 1) INTERPRETATION

#### 1.1 - Definitions

'Affected Party' has the meaning given in clause 11.1.

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

'Business Hours' means the period from 9.00 am to 5.00 pm on any Business Day.

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

'Company' means strukta Group Limited (registered in England & Wales under company number 08356072) or any subsidiary company or agent authorised by the Company.

'Consumer Regulations' means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

'Contract' means the contract between the Company and the Purchaser for the sale and purchase of the Goods in accordance with these Conditions.

'Delivery Location' has the meaning given in clause 4.2.

'Force Majeure' has the meaning given in clause 11.1.

'Goods' means the goods (or any part of them) set out in the Order.

'Losses' means all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

'Order' means the Purchaser's order for the Goods, as set out in the Purchaser's order form as accepted by the Company. 'Purchaser' means the person purchasing Goods from the Company.

'Specification' means any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Purchaser and the Company.

'Warranty Period' has the meaning given in clause 5.1.

#### 1.2 - Interpretation

(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 and 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.

### 2) BASIS OF CONTRACT

2.1 - These Conditions should be read in conjunction with any Special Conditions set out in the Company's quotations.

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

2.3 - The Order constitutes an offer by the Purchaser to purchase the Goods in accordance with these Conditions. The Purchaser must ensure that the terms of the Order and any applicable Specification are complete and accurate.

2.4 - The Company may accept or decline any Order and if it declines no damages or expenses of any kind shall be payable by the Company.

2.5 - The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point and on which date the Contract shall come into existence.

2.6 - The Purchaser waives any right it might have to rely on any term endorsed upon, delivered with or contained in any documents of the Purchaser that is inconsistent with these Conditions.

2.7 - Any samples, drawings, descriptive matter or advertising produced by or on behalf of the Company and any descriptions or illustrations contained in the Company's catalogues or brochures (whether digital or otherwise) are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force. The Contract is not a sale by sample.

2.8 - A quotation for the Goods given by the Company shall not constitute an offer. A quotation by the Company shall only be valid for a period of 30 days from its date of issue.

### 3) GOODS

3.1 - To the extent that the Company manufactures (or appoints a third party to manufacture) the Goods in accordance with a Specification supplied by the Purchaser, the Purchaser shall indemnify the Company against all Losses incurred by it as a result of any claim that the Company's use of the Specification infringes the intellectual property rights of any third party.

This clause 3.1 shall survive termination of the Contract.

3.2 - The Company reserves the right to amend the Specification if required by any applicable law or regulatory requirement and shall notify the Purchaser in any such event.

### 4) DELIVERY

4.1 - Delivery is completed when the Goods leave the Company's premises of the Company or (as the case may be) when the Goods leave the premises of the Company's suppliers in circumstances where the Goods are delivered direct from such suppliers.

4.2 - Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence of the Contract. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Purchaser's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.3 - If the Purchaser fails to take actual delivery of the Goods within two Business Days of the Company notifying the Purchaser that the Goods are ready for delivery, then, except where such failure is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the second Business Day after the day on which the Company notified the Purchaser that the Goods were ready; and

(b) the Company shall be entitled to store the Goods until actual delivery takes place, and shall, without limiting its rights, be entitled to charge the Purchaser for all related costs and expenses (including insurance).

4.4 - If ten Business Days after the date on which the Company notified the Purchaser that the Goods were ready for delivery the Purchaser has not taken actual delivery of them, the Company may resell or otherwise dispose of all or part of the Goods and charge the Purchaser for any shortfall below the price of the Goods.

4.5 - The Company may deliver the Goods by instalments and to tender a separate invoice in respect of each instalment. Any delay in delivery of or defect in an instalment shall not entitle the Purchaser to cancel any other instalment.

4.6 - If the Company delivers up to and including 5% more or less than the quantity of Goods ordered the Purchaser may not reject them, but on receipt of notice in writing from the Purchaser that the wrong quantity of Goods was delivered, the Company shall make a pro-rata adjustment to the invoice for the Goods.

4.7 - The Company reserves the right to make a delivery charge according to the circumstances of each order. Free next day delivery is available within the published next day delivery area subject to a minimum order value and maximum order size or weight. Additional delivery charges may be charged for:

(a) Delivery outside of the published next day delivery area;

(b) Low value orders;

(c) Large or heavy orders; or

(d) Orders delivered by third parties.

These delivery charges will be shown on the Sales Order Confirmation

4.8 - Shortages must be notified to the Company within three days of delivery.

### 5) WARRANTIES

5.1 - The Company warrants that on delivery, the Goods shall:

(a) conform, in all material respects with the Specification (if any); and

(b) be free from material defects in design, material and workmanship.

5.2 - Subject to clause 5.3, if:

(a) during the Warranty Period, the Purchaser gives notice in writing to the Company within three days of delivery (or, in case of latent defect, within a reasonable time of discovery) that some or all of the Goods do not comply with the warranty set out in clause 5.1;

(b) the Company is given a reasonable opportunity of examining such Goods; and

(c) the Purchaser (if asked to do so by the Company) returns such Goods to the Company's place of business (or such other place as the Company reasonably requires) at the Purchaser's cost within one month of completion of delivery, the Company shall, at its option and to the extent that it agrees that such Goods do not comply with the warranty set out in clause 5.1, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 - The Company shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

(a) the Purchaser makes any further use of such Goods after giving notice in accordance with clause 5.2;

(b) the defect arises because the Purchaser failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, 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 or on behalf of the Purchaser;

(d) the Purchaser 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 storage or working conditions; or

(f) the Goods differ from any Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 - Except as provided in this clause 5, the Company shall have no liability to the Purchaser in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 - Except as set out in these Conditions, all warranties, conditions and other terms implied by statute (including terms implied by sections 13 to 15 of the Sale of Goods Act 1979) or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.6 - In purchasing Goods from the Company on these Conditions the Purchaser is deemed to acknowledge that the Purchaser does not rely upon the skill or judgement of the Company or its employees as agents as to matters connected with the Goods.

5.7 - Where Goods constitute machinery or safety components, the Company will supply Goods compliant (where applicable) with UK product safety law and with accompanying safety information/instructions. The Purchaser remains responsible for any site-specific guarding, integration or protective measures required for the Purchaser's intended use and environment, and for compliance with local operating procedures and risk assessments.

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

### 6) TITLE AND RISK

6.1 - Risk in the Goods shall pass to the Purchaser on completion of delivery.

6.2 - Title in the Goods shall not pass to the Purchaser until the earlier of the following:

(a) receipt by the Company of full payment (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Purchaser;

(b) the Purchaser re-selling the Goods in accordance with the provisions of these Conditions, in which case title to the Goods shall be deemed to have passed to the Purchaser immediately prior to the time at which resale by the Customer occurs; or

(c) the Company (in its absolute discretion) waiving its rights under this clause 6.2, in writing, in respect of specified Goods.

6.3 - Until title to the Goods has passed to the Purchaser, the Purchaser shall:

(a) hold the goods as fiduciary agent and bailee for the Company;

(b) store the Goods separately from all other property held by the Purchaser in such a way as to be clearly identifiable as belonging to the Company;

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

(d) notify the Company immediately if the Purchaser becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(k) (inclusive); and

(e) give the Company such information as the Company may reasonably require from time to time relating to:

(i) the Goods; and

(ii) the Purchaser's ongoing financial position.

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

(a) it does so as principal and not as the Company's agent; and

(b) title to the Goods shall pass from the Company to the Purchaser immediately before the time at which resale by the Purchaser occurs.

6.5 - At any time before title to the Goods passes to the Purchaser, the Company may:

(a) by notice in writing to the Purchaser, terminate the Purchaser's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and

(b) require the Purchaser to deliver up all Goods in its possession and control that have not been resold or irrevocably incorporated into another product, and if the Purchaser fails to do so promptly, enter any premises of the Purchaser or of any third party where the Goods are stored, to recover them. The Purchaser shall procure entry to any such third party's premises if requested to do so by the Company.

6.6 - The Purchaser's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business shall automatically cease if the Purchaser has a petition presented for its winding-up or passes a resolution for voluntary winding-up (otherwise than for the purpose of a bona fide solvent amalgamation or reconstruction) or compounds with its creditors or has a receiver appointed of all or any part of its assets or becomes bankrupt or insolvent or enters into any arrangement with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceeding under foreign law. The Company's rights under clause 6.5(b) shall apply following such automatic cessation.

### 7) PRICE AND PAYMENT

7.1 - Unless otherwise agreed in writing by the Company, the price of the Goods shall be the price set by the Company as at the date of delivery.

7.2 - The price of the Goods:

(a) excludes amounts in respect of value added tax (VAT), which the Purchaser shall additionally be liable to pay to the Company at the prevailing rate, subject to the receipt of a valid VAT invoice; and

(b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Purchaser;

(c) excludes, all samples which will be charged at the current rates and are non-returnable.

7.3 - The Company may invoice the Purchaser for the Goods on or at any time after the completion of delivery pursuant to clause 4.2.

7.4 - The Purchaser shall pay each invoice submitted by the Company:

(a) within thirty days of the end of the month in which the Goods are invoiced by the Company (or otherwise in accordance with any credit terms agreed in writing by the Company); and

(b) in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.

7.5 - If the Purchaser fails to make a payment due to the Company under the Contract by the due date, then without limiting the Company's remedies under clause 9, the Purchaser shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.5 will accrue each day at 3% per year above Lloyds Bank Plc's base rate from time to time, but at 3% a year for any period when that base rate is below 0%.

7.6 - 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).

7.7 - In circumstances where the Purchaser is a consumer under the Consumer Regulations and the Contract constitutes a distance sale; the Purchaser may cancel an Order within 14 days of completion of delivery of the Goods. However, this right of cancellation does not apply in the case of: (i) special or purpose made Orders after the Goods have been manufactured by the Company's supplier; or (ii) any Goods likely to deteriorate or expire quickly; or (iii) any Goods which become mixed inseparably with other items after their delivery. Where a right of cancellation applies and the Goods have been delivered to the Purchaser before cancellation the Purchaser must return the Goods to the Company without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You must quote the Delivery Note number so the Company can, where it has agreed to do so, issue a Collection Note for the Goods that are re-saleable. The Company will contact the Purchaser to arrange a suitable time for collection in such cases. When Goods are returned to the Company's stock for credit the Company reserves the right to make a deduction from the original cost of the Goods. If these Goods are collected by the Company, then a minimum deduction of £10 will be made.

7.8 - If the Purchaser (being a company) fails to pay an account by the due date its directors will be personally liable to the Company and in the case of two or more directors such liability will be both joint and several.

7.9 - The Company reserves the right at any time at its discretion to demand security for payment before continuing with any Order or delivering the Goods.

7.10 - The Company's quotation is submitted on the assumption that arrangements for payment (including reference as to creditworthiness) will prove satisfactory to the Company. Should this prove not the case and should any payment to the Company be overdue, the Company reserves the right, at any time, to suspend any work proceeding, discontinue delivery of any materials or goods and the Company shall have no liability for such a suspension of, or failure to make delivery in these circumstances.

7.11 - Any query or dispute regarding any invoice rendered by the Company must be made in writing within 5 working days, after which period the invoice will be deemed to be accepted and must be paid in accordance with its terms.

## 8) LIMITATION OF LIABILITY

THE PURCHASER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE 8 AND CLAUSE 4

8.1 - The limits and exclusions in this clause 8 reflect commercial factors including costs to the Company in supplying the Goods and insurance cover arranged by the Company. The Purchaser is responsible for making its own arrangements for the insurance of any excess liability.

8.2 - 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) or otherwise.

8.3 - Nothing in the Contract limits any liability for:

- (a) death or personal injury caused by the Company's proven negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) 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;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any liability that cannot legally be limited; or
- (f) the Purchaser's payment obligations under the Contract.

8.4 - Subject to clause 8.3, the Company's total liability to the Purchaser shall not exceed the amount received by the Company from the Purchaser for the Goods.

8.5 - Subject to clause 8.3, the following types of loss are wholly excluded:

- (a) loss of profits (including loss of anticipated savings);
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of or damage to goodwill; and
- (e) indirect or consequential loss.

8.6 - This clause 8 survives termination of the Contract.

## 9) TERMINATION

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

- (a) the Purchaser commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 3 days of being notified in writing to do so;
- (b) the Purchaser suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) have any partner to whom any of the foregoing apply;
- (c) the Purchaser commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors (other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Purchaser with one or more other companies or the solvent reconstruction of the Purchaser);
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Purchaser (being a company) other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or its solvent reconstruction;
- (e) the Purchaser (being a company or a limited liability partnership) applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) the Purchaser (being an individual) is the subject of a bankruptcy petition or order;
- (g) a creditor or encumbrance of the Purchaser attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Purchaser's assets and such attachment or process is not discharged within 14 days;
- (h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Purchaser (being a company, partnership or limited liability partnership);
- (i) the holder of a qualifying floating charge over the Purchaser's assets (the Purchaser being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over all or any of the Purchaser's assets or a receiver is appointed over all or any of the Purchaser's assets;
- (k) any event occurs or proceeding is taken with respect to the Purchaser in any jurisdiction to which the Purchaser is subject that has an effect equivalent or similar to any of the events mentioned clause 9.1(b) to clause 9.1(j) (inclusive);
- (l) The Purchaser suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (m) The Purchaser (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

9.2 - Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Purchaser if the Purchaser fails to pay any amount due under this Contract on the due date for payment.

9.3 - Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party not less than one month's written notice.

9.4 - Without limiting its other rights or remedies, the Company shall have the right to suspend its performance of its obligations under the Contract or any other contract between the Purchaser and the Company if the Purchaser becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(k) (inclusive), or the Company reasonably believes that the Purchaser is about to become subject to any of them, or if the Purchaser fails to pay any amount due under this Contract on the due date for payment.

## 10) CONSEQUENCES OF TERMINATION

10.1 - On termination of the Contract for any reason the Purchaser shall immediately pay to the Company all of its 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 Purchaser immediately on receipt.

10.2 - Termination of the Contract, however arising, shall not affect either party's rights and remedies that have accrued at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

10.3 - Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## 11) FORCE MAJEURE

11.1 - A party ('Affected Party') shall not be liable for any delay or failure in performing its obligations (other than payment obligations) for so long as and to the extent that its performance is prevented, hindered or delayed by an event, circumstance or cause beyond its reasonable control, including (but not limited to): natural disasters; war, terrorism or civil unrest; industrial disputes not limited to the affected party's workforce; failure of utilities or transport networks; compliance with law or government order; epidemic or pandemic; or accidental damage to plant or machinery ('Force Majeure Event').

11.2 - The Affected Party shall notify the other party in writing of the start of a Force Majeure Event as soon as reasonably practicable after becoming aware of it and shall use reasonable endeavours to limit the effect of the Force Majeure Event on the performance of its obligations.

11.3 - If a Force Majeure Event prevents the Affected Party from fulfilling its obligations for a continuous period of more than six weeks after the start of the Force Majeure Event, then either party may terminate the Contract immediately by giving written notice to the other party.

## 12) GENERAL

12.1 - Assignment and other dealings

(a) The Company may at any time assign, transfer, charge, subcontract or deal in any other matter with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Purchaser shall not, without the Company's prior written consent, assign, transfer, charge, subcontract or deal in any other matter with all or any of its rights or obligations under the Contract.

12.2 - Waiver

(a) Except as set out in clause 2.6, a waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed to be a waiver of any subsequent right or remedy.

(b) A failure or delay by a party in exercising any right or remedy under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy under the Contract or by law shall preclude or restrict the further exercise of that or any other right or remedy.

(c) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

12.3 - Severance

(a) If any provision or part of any provision is invalid, illegal or unenforceable, that provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

(b) If any provision or part-provision of this agreement is deemed deleted under clause 12.3(a), the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.4 - No Partnership or Agency

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

12.5 - Notices

(a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing and shall be:

- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (ii) sent by email to the following addresses (or an address substituted in writing by the party to be served):

Company: customeraccounts@strukta.co.uk

Purchaser: [the Purchaser's email address specified in the Company's Confirmation of Order or, if none, the email address of any person who has communicated with the Company on behalf of the Purchaser by email in the period of six months prior to the date of the Contract].

(b) Any notice shall be deemed to have been received:

- (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) 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.

12.6 - Variation

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

12.7 - Data Protection

The Company shall process all personal data in accordance with applicable data protection laws, including the UK GDPR. The Purchaser consents to the processing of their data for the purposes of fulfilling the Contract and related communications.

12.8 - Third Party Rights

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.9 - Governing Law and Jurisdiction

(a) This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

(b) Each party irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim