

## SIGNET TERMS AND CONDITIONS OF SALE

- 1 Interpretation**
  - 1 In these Conditions, "BUYER" means the person, firm, company or corporation that agrees or has agreed to purchase the Goods, or whose order for the Goods is accepted by the Seller. "GOODS" means the goods which the Seller is to sell or supply, or has sold or supplied, to the Buyer. "SELLER" means LuxPak Ltd, trading as Signet of Innovation House, Bakewell Road, Orton Southgate, Peterborough, United Kingdom PE2 6XU (Company Number: 09431228). "CONDITIONS" means the standard terms and conditions of sale set out in this document and unless the context otherwise requires, includes any special terms and conditions agreed in writing between the Buyer and the Seller. "CONTRACT" means each contract for the sale of Goods between the Buyer and the Seller. "WRITING" includes email, telex, cable, facsimile transmission and other comparable means of communication.
  - 2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
  - 3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 2 Basis of the Sale**
  - 1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any order of the Buyer either in writing or verbally which is accepted by the Seller, subject to these Conditions, which shall govern the Contract. The Contract shall be under on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
  - 2 These Conditions shall override any terms or conditions which the Buyer proposes to incorporate into the Contract. No variation to these Conditions shall be binding unless agreed in Writing by a director of the Seller. No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract as a result of such document being referred to in the Contract.
  - 3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, order acknowledgment, invoice or other document or any information issued by the Seller, shall be subject to correction without any liability on the part of the Seller.
  - 4 Any advice or recommendation made regarding, or representation made as to, the Goods or their use which is not confirmed in Writing by a director of the Seller is followed or acted upon entirely at the Buyer's risk.
  - 5 The assessment of the Goods suitability and fitness for the Buyer's purpose and subsequent choice of Goods is solely the Buyer's responsibility. Any specific information, advice, recommendation, or samples provided by the Seller, its employees or agents, in connection with the Goods are offered in good faith but are intended to be approximate only and shall not be deemed to constitute representation as to content, suitability, performance or otherwise.
- 3 Orders and specifications**
  - 1 The placing of an order by the Buyer, whether verbal or written, shall be deemed to include acceptance by the Buyer of these Terms and Conditions, which will form the conditions of the contract and shall apply to the exclusion of any other terms or conditions put forward by or on behalf of the Buyer, unless such alterations or qualifications requested in writing by the Buyer are agreed in Writing by a director of the Seller.
  - 2 The quotations and estimates of the Seller are without commitment and no order submitted by the Buyer shall be binding on the Seller unless expressly accepted by the Seller.
  - 3 The Buyer shall be responsible to ensure that the Goods ordered are correct and suitable for the purpose for which they are required, and shall be responsible to the Seller for ensuring the accuracy of the detail of any order, including any applicable specification, and for giving the Seller in Writing any necessary information relating to the Goods within sufficient time to enable the Seller to perform the contract in accordance with its terms, not withstanding that such purpose or details may be known to the Seller.
  - 4 The Seller will proceed with the Contract in accordance with the details on the order acknowledgment unless instructions in Writing to the contrary are received within 7 days of the date of the acknowledgement. It is the Buyer's responsibility to advise the Seller of any error or omission in the detail of the acknowledgement in Writing within this period. Where the Seller has not raised an order acknowledgement then the Seller will proceed with the contract in accordance with the details on the Buyer's order and subject to these Terms and Conditions. Any lack of information, or delay in supplying information may affect the ability of the Seller to perform the Contract, but it shall not affect its validity.
  - 5 Where the Seller is requested to reproduce designs supplied, or referred to, by the Buyer, the Seller makes, and there shall be implied, no representation that the reproduction shall exactly match the original design although the Seller will make every reasonable effort to effect a close match. In particular, the Seller shall not be bound to reproduce designs outside the accepted tolerance of manufacture and deviations from dimensions or quality which are technically unavoidable shall not be faulted by the Buyer.
  - 6 Goods are sold or supplied on condition that the Buyer is responsible to obtain, where he feels necessary, in Writing from the Seller advice as to any adverse effect that may be caused to the Goods by any subsequent manufacturing, cleaning or other process used by the Buyer or any third party.
  - 7 Pursuant to the Seller's policy of continuous improvement or pursuant to changes which may be made in safety or other statutory requirements, the Seller reserves the right, without notice and without affecting the validity of the Contract, to make such changes in materials, dimensions, and design as the Seller thinks reasonable or desirable in all the circumstances.
  - 8 The copyright and all other intellectual property rights in the Seller's designs, packaging and literature shall remain the Seller's property and no licence thereunder, except as to the use for which the Goods are sold or supplied, shall be implied.
  - 9 The Seller warrants that (subject to the other provisions of these Conditions) on delivery the Goods shall:
    - 3.9.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
    - 3.9.2 be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Seller in Writing and a director of the Seller has confirmed in Writing that it is reasonable for the Buyer to rely on the skill and judgement of the Seller.
  - 10 The warranties given in condition 3.9 are given in lieu of and exclude the operation of implied terms as to satisfactory quality and fitness for purpose, including without limitation those set out in the Sale of Goods Act 1979, to the fullest extent permitted by law.
  - 11 The Seller shall not be liable for a breach of any of the warranties in condition 3.9 unless:
    - 3.11.1 the Buyer gives written notice of the defect to the Seller within 14 days of the time when the Buyer discovers or ought to have discovered the defect, whichever is the earlier; and
    - 3.11.2 the Seller is given a reasonable opportunity after receiving the notice of the defect from the Buyer of examining such Goods and the Buyer (if asked to do so by the Seller but at the Buyer's cost) returns such Goods to the Seller's place of business for the examination to take place there.
  - 12 The Seller shall not be liable for a breach of any of the warranties in condition 3.9 if:
    - 3.12.1 the Buyer gives written notice of the defect to the Seller within 14 days of the time when the Buyer discovers or ought to have discovered the defect, whichever is the earlier; and
    - 3.12.2 the Seller is given a reasonable opportunity after receiving the notice of the defect from the Buyer of examining such Goods and the Buyer (if asked to do so by the Seller but at the Buyer's cost) returns such Goods to the Seller's place of business for the examination to take place there.
  - 13 The Seller shall not be liable for a breach of any of the warranties in condition 3.9 if:
    - 3.13.1 the Buyer makes any further use of such Goods after giving such notice;
    - 3.13.2 the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
    - 3.13.3 the Buyer carries out, repairs itself or brings about changes in the nature, composition or packaging of the Goods delivered, or has these carried out or brought about by third parties, or if the Goods delivered are used improperly or for any purpose other than that for which they are meant or are maintained and/or stored improperly or contrary to any agreed or legal regulations or if the defect of the Goods can be ascribed to the other party in any way.
  - 14 Subject to condition 3.11 and 3.12, if any of the Goods do not conform with any warranties in condition 3.9 the Seller shall at its option replace or repair such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if requested, the Buyer shall at its cost return the Goods or the part of such Goods which is defective to the Seller.
  - 15 If the Seller complies with condition 3.13 it shall have no further liability for a breach of any of the warranties in condition 3.9 in respect of such Goods.
  - 16 The Buyer shall not at any time alter or deface the Seller's name or any of the Seller's trademarks or juxtapose with them any other mark likely to cause confusion or use them as any mark likely to cause confusion either on or in connection with goods other than the Goods supplied by the Seller or as, or as part of, any name or trading style.
  - 17 In placing this order, the Buyer agrees to indemnify the Seller against any claim which may be made against the Seller, in respect of the infringement of a copyright, trade mark or registered design or other intellectual property rights, resulting from use of materials or instructions provided by the Buyer in the manufacture or sale of the Goods ordered, and also against any costs incurred by the Seller in relation to such claim.
  - 18 No order which has been accepted by the Seller may be amended or cancelled by the Buyer except with the agreement in Writing of a director of the Seller, which may be withheld for any reason whatsoever, and on terms that the Buyer shall indemnify the Seller in full against all loss, including loss of profit. Costs to include the cost of all labour and materials used, damages, charges and expenses incurred by the Seller as a result of cancellation or amendment, including all preparatory costs.
  - 19 Goods are not sold on a sale or return, save for Goods returned in accordance with condition 3.13, basis and the Seller shall have the right to choose whether to accept or reject the return of any goods. Returns will only be accepted with the prior written agreement of a director of the Seller who will issue a returns authorisation number, without which goods will not be accepted for return.
  - 20 In the event of the Seller accepting such goods for return, acceptance shall be upon terms such as the Seller may determine at the time and in particular, reserves the right to make a charge for the carriage, handling and re-stocking of the goods and for time spent on administration.
- 4 Price of the Goods**
  - 1 Subject to the provisions of these Conditions, the price of the Goods shall be the Seller's quoted price or, where no price has been quoted, the price listed in the Seller's price list current at the date of acceptance of the order. Unless stated otherwise in Writing, all prices are valid for 30 days only, after which time they may be altered by the Seller without giving notice to the Buyer. In any event and notwithstanding the foregoing, any offer by the Seller shall be subject to the right of the Seller to revoke any offer at any time prior to acceptance by the Seller in Writing.
  - 2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller of supplying the Goods, including without limitation, increases in the costs of labour, materials, variation of currency exchange rates, carriage and insurance resulting from any change in delivery dates, quantities or specification for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
  - 3 Except as otherwise stated under the terms of any quotation or in any current price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on the following basis:
    - 4.3.1 Delivery shall be payable by the Buyer.
    - 4.3.2 All insurance charges and special packaging costs shall be payable by the Buyer.
    - 4.3.3 The Goods will be bulk packaged. Any requirement by the Buyer for specific packaging will be charged additionally.
    - 4.3.4 The Seller will deliver to one delivery address the whole of the order. Where the Buyer requires Goods to be delivered to more than one address or at staggered dates additional charges will be levied.
  - 4 The price is exclusive of any applicable value added or other tax, which the Buyer shall be additionally liable to pay to the Seller.
  - 5 All prices are subject to variation without notice to cover any increase in costs incurred by the Seller including the costs of materials, carriage, labour, overheads, imposition of tax duty or other levy and any variation of exchange rates since the date of acceptance of order.
- 5 Terms of Payment**
  - 1 Subject to Clause 11 and unless the Seller otherwise agrees in Writing the Seller's terms of payment for sales in UK & Ireland are that each of the Seller's invoices is payable in full before the end of the month following the date of delivery but only providing that an application for a credit account has been made and has been agreed in writing by the Seller. For overseas sales, payment to be made in full in cleared funds in sterling without any deduction or allowance, notwithstanding any delivery note not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of essence to the Contract. Receipts for payment may be issued only upon request.
  - 2 The Seller reserves the right, notwithstanding Clause 5.1, to render an invoice for the total, or a proportion of the value of the order upon acknowledging the order for immediate payment and to delay performing the Contract until payment has been received. This should not be construed as any reflection on the Buyer's credit worthiness.
  - 3 At the request of the Seller, the Buyer shall use all reasonable endeavours to procure that such third party trade references (referencing the Buyer) as the Seller may require are provided to the Seller.
  - 4 The Seller shall have the right to close the Buyer's credit account at any time at his discretion.
  - 5 The Seller may, if so stated on the invoice, offer a settlement discount to the Buyer for payment made at a date prior to the end of the month following delivery. This discount can only be claimed if the payment is received by the Seller on or prior to the date specified and any cheque issued is honoured by the Sellers bank upon presentation.
  - 6 Responsibility for ensuring that any payments reach the Seller by the due date rests solely and entirely with the Buyer.
  - 7 If the Buyer fails to make payment of the amount due in full on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
    - 5.7.1 cancel the Contract or suspend any further deliveries to the Buyer;
    - 5.7.2 charge the Buyer interest, both before and after any judgement, on the amount unpaid at the rate of 5 per cent per annum above Lloyds TSB Bank plc base rate from time to time, from the due date until payment in full is made, a part of a month being treated as a full month for the purpose of calculating interest.

5. The Buyer shall be liable to pay any costs and expenses (including, but not limited to, legal costs) incurred by the Seller in respect of collection or recovery of any sum due to the Seller under the Contract.
  6. The Seller reserves a lien on all property or money of the Buyer in the possession of the Seller for all amounts due or accruing on any account; the Seller may sell property which is subject to lien if it is not satisfied in 28 days and apply the proceeds to discharge the lien and the Contract expenses.
  - 6 Performance and Delivery**
    - 1 Delivery of the Goods shall be made by the Seller placing the Goods in the post or delivery of the Goods to a carrier for onward transport to the Buyer.
    - 2 Any dates quoted for delivery of the Goods or performance of the Contract by the Seller are approximate only and the Seller shall not be liable for any delay in delivery of the Goods or performance of the Contract whatsoever caused. Time for delivery or performance by the Seller shall not be of the essence unless previously agreed by a director of the Seller in Writing. The Goods may be delivered or the Contract performed by the Seller in advance of the quoted delivery date.
    - 3 The Seller reserves the right to deliver up to 20 per cent more or 20 per cent less than the quantity ordered with the price adjusted at a pro-rata rate, and the quantity so delivered shall be deemed to be the quantity ordered. These tolerances apply to each individual order. Every difference in size, text or colour shall be regarded as a separate order for the purpose of this Clause.
    - 4 The Goods may be delivered in instalments either as specified by the Contract, or at the Seller's convenience, and in either case the failure by the Seller 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, or in part, as repudiated.
    - 5 If the Buyer fails to accept delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may:
      - 6.5.1 charge the Buyer for the Seller's abortive delivery costs and may store the Goods until actual delivery and charge the Buyer for the reasonable costs of storage and insurance; or
      - 6.5.2 sell the Goods at the best price readily obtainable or 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.
    - 6 If the Goods are to be exported from the United Kingdom, the Buyer shall be responsible for complying with any legislation or regulations governing the exportation of the Goods to the country of destination and the payment of any duties thereon.
    - 7 Any stock that the Seller stores under the terms of this Contract, either by agreement or otherwise, will be forwarded to the Buyer after six months without further notification unless agreement to extend this period is given in Writing by the Seller.
    - 8 Where the Buyer requests delivery to be postponed and/or goods stored, full payment for completed work will become due for those goods held in store and the storage costs will be added at the commercial rates in force at that time.
    - 9 Where an order is cancelled by the Buyer, the Buyer shall indemnify the Seller against all costs (including costs related to labour, materials and other overheads) and all other expenses and damages reasonably and properly incurred by the Seller in connection with the production or supply of the Goods to which the cancelled order relates.
  - 7 Risk and property**
    - 1 Risk of damage to, or loss of the Goods shall pass to the Buyer:
      - 7.1.1 In the case of Goods to be collected from the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
      - 7.1.2 In the case of Goods to be delivered at the time of delivery or, if the Buyer fails to accept delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
    - 2 Notwithstanding delivery and/or the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.
    - 3 Until such time as the property in the Goods passes to the Buyer, the Seller shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds, of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
    - 4 Until such time as the property in the Goods passes to the Buyer and provided the Goods are still in existence and have not been resold, the Buyer shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so, forthwith to enter upon any premises of the Buyer or any third party (access to which the Buyer shall procure) where the Goods are stored and repossess the Goods. 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 Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall, without prejudice to any other right or remedy of the Seller, forthwith become due and payable.
    - 5 All design and origination work including proofs, samples, mock-ups and models remain the property of the Seller unless specifically charged for. If so requested the Buyer must return them forthwith to the Seller.
    - 6 All tools required for the execution of a Contract will remain in the Seller's possession whether or not the Buyer has paid for or made a contribution towards their costs.
    - 7 The Seller retains the right to use samples or depictions of Goods supplied to the Buyer in the Seller's promotional literature or advertising or for supply as examples to others for marketing purposes without requiring prior authority from the Buyer.
  - 8 Claims**
    - 1 Any claims affecting Goods must be made in Writing within seven days of the delivery and will only be considered if the Goods can be examined in their original packaging and providing that no part of the consignment has been used. Claims for non-delivery must be advised in Writing within 7 days from the date of the invoice.
    - 2 Should there be any sign of damage or loss when the Goods are delivered to the Buyer it is the Buyer's responsibility to endorse the carrier's consignment note to that effect.
  - 9 Limitation of Liabilities and Indemnity**
    - 1 The Seller maintains public and product liability insurance to a limit of not less than £1 million in respect of any one occurrence and copies of the policy or policies are available for inspection at any time.
    - 2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 or section 2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Contract) are, to the fullest extent permitted by law, excluded from the Contract.
      - 9.3 These Conditions shall be without prejudice to any legal prohibition against exclusion or restriction of obligation or liability contained in the Unfair Contract Terms Act 1977 or any other statute and shall not apply where and to the extent that their effect is legally prohibited.
      - 9.4 Subject to 9.3 above where loss or damage arises from breach of contract, negligence, misrepresentation or otherwise neither the Seller nor its employees or agents, on whose behalf the Seller contracts for the purposes of this Condition shall be under any liability to the Buyer or to third parties for any loss of profit, consequential loss, expectation loss, reliance loss, indirect loss, or any other loss or damage however arising.
      - 9.5 In the event that the limitation on liability set out in condition 9.4 is found by any court, tribunal or administrative body of competent jurisdiction to be illegal, invalid, void, voidable, unenforceable or unreasonable then subject to condition 9.2 and condition 9.3 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the maximum amount the Seller is able to recover under its insurance policy or policies referred to in condition 9.1 in respect of the period of insurance in which the Seller's liability in connection with the Contract arises.
      - 9.6 In the event that the limitation on liability set out in condition 9.5 is found by any court, tribunal or administrative body of competent jurisdiction to be illegal, invalid, void, voidable, unenforceable or unreasonable then subject to condition 9.2 and condition 9.3 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the maximum amount the Seller is able to recover under its insurance policy or policies referred to in condition 9.1 in respect of the period of insurance in which the Seller's liability in connection with the Contract arises.
    - 7 The Seller shall not be liable to the Buyer, or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control or in such circumstances the Seller may cancel or suspend performance of the Contract. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
      - 9.7.1 Explosion, flood, tempest, fire, accident or act of God;
      - 9.7.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
      - 9.7.3 Acts restrictors, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
      - 9.7.4 Import or export regulations or embargoes;
      - 9.7.5 Strikes, lock-outs, or other industrial actions or trade disputes, whether involving employees of the Seller or of a third party;
      - 9.7.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
      - 9.7.7 Power failure or breakdown in machinery.
    - 8 The Seller shall indemnify the Buyer and its employees and agents against all third party claims relating in any way to any of the Goods or arising from breach of or negligence in connection with, the Contract to the extent that there are proceeds from the Seller's public and product liability insurances available after meeting any liability to the Buyer covered thereby to meet such claims.
    - 9 The Seller's pricing structure is based upon these limitations of liabilities and indemnities and the Buyer is advised to consider obtaining insurance cover for any claims for which the Seller is, pursuant to this condition or otherwise not liable and for any indemnity liability which may arise under this condition. Alternatively, the Seller will, upon the Buyer's request in Writing, use reasonable endeavours, at additional cost to the Buyer, to obtain additional insurance cover.
  - 10 Insolvency of Buyer**
    - 1 This clause applies if:
      - 10.1.1 The Buyer makes any voluntary arrangement with its creditors, or becomes subject to an administration order, or becomes bankrupt, or goes into liquidation, otherwise than for the purposes of amalgamation or reconstruction; or
      - 10.1.2 an encumbrancer takes possession of, or a receiver, administrative receiver or administrator is appointed, for any of the property or assets of the Buyer; or
      - 10.1.3 The Buyer ceases, or threatens to cease, to carry on business; or
      - 10.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
    - 2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 11 Force Majeure**
  - 1 The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental or regulatory actions (including orders preventing the movement of Goods), changes in legislation or codes of practice, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), failure of sub-contractors or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of three months, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.
- 12 Guarantees**
  - 1 In the event of default of payment by the Buyer to the Seller under the Contract for any reason (including, without limitation, bankruptcy, insolvency or re-financing) then the directors partners or members (as appropriate) of the Buyer if it is a company, limited partnership or limited liability partnership shall jointly and severally undertake to indemnify the Seller and guarantee such payment immediately on demand for all and any losses claims damages costs charges expenses liabilities demands proceedings and actions which the Seller may sustain or incur or which may be brought or established against the Seller by any person which arises out of or in relation to or by reason of any such breach(es) of any term(s) of the Contract.
- 13 General**
  - 1.3.1 The Seller may assign any of its rights or obligations under the Contract to any other person.
  - 1.3.2 Any notice required, or permitted to be given, by either party to the other under these Conditions shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may be at the relevant time have been notified, pursuant to this provision to the party giving the notice.
  - 1.3.3 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
  - 1.3.4 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 provisions in question shall not be affected thereby.
  - 1.3.5 The Contract shall be governed by the laws of England and the parties submit to the non exclusive jurisdiction of the English Courts.

## CONDITIONS OF SALE

Signet is not an associate, licensee, franchisee, or in any other way connected with Signet Group plc, the speciality jeweller.