

BARLEY CHALU LIMITED
CONDITIONS OF BUSINESS

1. INTERPRETATION

- 1.1 Definitions. In these Conditions, the following definitions apply:
* "Charges" the charges payable for the Services in accordance with clause 9.
* "Commencement Date" has the meaning set out in clause 2.
* "Conditions" these terms and conditions as amended from time to time in accordance with clause 16.
* "Contract" the contract between the Customer and the Supplier in accordance with these Conditions.
* "Customer" the person or firm who purchases Services from the Supplier.
* "Deliverables" the deliverables set out in the Order produced by the Supplier for the Customer.
* "Order" the Customer's order for Services as set out in the Customer's purchase order form.
* "Services" the services, including Deliverables, supplied by the Supplier to the Customer as set out in the Specification.
* "Specification" the description or specification of the Services (and Deliverables) including any plans or drawings agreed by the Customer and the Supplier.
* "Supplier" Barley Chalu Limited (registered in England and Wales with company number 0092392).
- 1.2 Construction. In these Conditions the following constructions shall apply:
(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 successors or permitted assigns;
(c) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under the statute or statutory provision as amended or re-enacted.
(d) a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these conditions.
2.2 The Order shall only be deemed to be accepted on the earlier of:
(a) the Supplier issuing written acceptance of the Order; or
(b) the Supplier commencing work on the Order; or
(c) the Supplier issuing an invoice
at which point and on which date the Contract shall come into existence (Commencement Date).
2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
2.4 Any descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures or on the Supplier's website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2.6 A quotation given by the Supplier shall not constitute an offer and may be withdrawn at any time prior to acceptance and, in any event, shall only remain valid for 30 days.

3. DELIVERABLES

- 3.1 The Deliverables are described in the Specification.
3.2 To the extent that the Deliverables are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.
3.3 The Supplier reserves the right to amend the description of the Deliverables in the Specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF DELIVERABLES

- 4.1 The Supplier shall deliver the Deliverables to such location as set out in the Order or as otherwise agreed with the Customer (Delivery Location) at any time after the Supplier notifies the Customer that the Deliverables are ready.
4.2 Delivery shall be deemed complete on the understanding of the Deliverables at the Delivery Location or, in the case of the specified Delivery Location being the Supplier's own premises, upon the making of the Deliverables available for collection by the Customer.
4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Deliverables that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Deliverables.
4.4 In the event that the Customer refuses delivery of the Deliverables the Supplier shall be entitled to:
(a) store the Deliverables until delivery takes place, and charge the Customer for all related costs and expenses (including insurance);
(b) resell or otherwise dispose of part or all of the Deliverables.
4.5 The Supplier may deliver the Deliverables by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
4.6 Should the Customer require packaging of the Deliverables to be to a standard other than that customarily accepted by the metal finishing industry, (i.e. acid free issue interleaving, with cardboard strip layer dividers and returned in cardboard cartons or metal stillages) the Customer's requirements must be specified in the Order.

5. QUALITY OF DELIVERABLES

- 5.1 The Supplier warrants that on delivery the Deliverables shall:
(a) conform in all material respects with their description in the Specification;
(b) be free from material defects in design, material and workmanship;
(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
(d) be fit for any purpose held out by the Supplier.
5.2 Subject clauses 5.3 and 5.4, if:
(a) the Customer gives notice in writing within 7 days of delivery that some or all of the Deliverables do not comply with the warranty set out in clause 5.1;
(b) the Customer has not assembled or made use of the Deliverables; and
(c) the Customer returns such Deliverables to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Deliverables, or refund the price of the defective Deliverables in full.
5.3 The Supplier shall not be liable for the Deliverables' failure to comply with the warranty in clause 5.1 if:
(a) the Customer makes any further use of such Deliverables after giving a notice in accordance with clause 5.2;
(b) the defect arises (or further arises) from the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Deliverables or (if there are none) good trade practice;
(c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
(d) the Customer alters or repairs such Deliverables without the written consent of the Supplier;
(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
(f) the Deliverables differ from their description in the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
5.4 The Supplier shall bear no liability to the Customer in respect of the following:
(a) alleged defects relating to the positioning of jig marks in circumstances where such marks appear as shown in the Specification or where the Customer has failed to mark the preferred position of jig marks in the Specification (in which case the Customer is deemed to consent to the Supplier deciding on the positioning of such marks in its absolute discretion);
(b) alleged defects relating to the manner of coating of surfaces in circumstances where the Customer has failed to provide a fully marked up extension die drawing using the accepted colour code system including primary visible (red), secondary/occasionally visible (green), unsewn (blue) and critical-mating (yellow) surfaces (in which case the Customer is deemed to consent to the Supplier deciding on the appropriate coating of surfaces in its absolute discretion);
(c) reasonable wastage arising during the process of coating materials or otherwise during the period of the contract;
(d) lack of compliance with or consistency of any shade, gloss or finish where the customer has failed to give samples showing the limits of colour, shade, gloss or finish, and agreed in writing with the Supplier any inspection standards applying the Supplier's own standards and/or British Standards BS4842 and BS4946 for the Organic Coating of Architectural Aluminium;
(e) coating failure on any Deliverables (whether aluminium, steel, plastic or UPVC) where the Supplier is requested to overcoat or re-process materials with any previous chemical pre-treatment, plating, galvanic coating, anodic coating, organic paint or powder coating has been applied by any person other than the Supplier or where the previous coating has been removed or stripped by chemical or mechanical means by any person other than the Supplier;
(f) damage to Deliverables caused by Thermal Break Process (fill and cure) carried out by the Supplier where the materials to be processed have been previously anodised or organic paint or powder coated by any person other than the Supplier.
5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Deliverables' failure to comply with the warranty set out in clause 5.1.
5.6 The terms of these Conditions shall apply to any repair or replacement Deliverables supplied by the Supplier under clause 5.2.

6. TITLE AND RISK

- 6.1 The Customer acknowledges that any materials provided by it for processing shall remain at the Customer's risk at all times including during such times as such materials are held by the Supplier.
6.2 Risk in the Deliverables shall pass to the Customer at the point at which the Customer is made aware that the Deliverables are ready for delivery. Title in the Deliverables shall not pass until payment has been received by the Supplier in full and in cleared funds.
6.3 Until title has passed the Customer shall:
(a) hold the Deliverables on a fiduciary basis as the Supplier's bailee;
(b) maintain the Deliverables in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
6.4 If before title to the Deliverables has passed to the Customer the Customer becomes subject to any of the events listed in clause 13.1(b) to 13.1(i), or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Deliverables and, if the Customer fails to do so promptly, enter premises of the Customer or of any third party where the Deliverables are stored in order to recover them.

7. SUPPLY OF SERVICES

- 7.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
7.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Order but any dates shall be estimates only and time for performance shall not be of the essence.
7.3 The Supplier shall have the right to make any changes to the Services (including the Deliverables) which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or the quality of the Services and the Supplier shall notify the Customer in such event.
7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8. CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:
(a) ensure that the terms of the Order and Specification are complete and accurate
(b) co-operate with the Supplier in all matters relating to the Services;
(c) provide the Supplier, its employees, consultants and subcontractors with access to the Customer's premises as reasonably required;
(d) provide the Supplier with all information and materials as the Supplier shall reasonably require in order to supply the Services in a timely fashion, and ensure that such information is accurate in all material respects;
(e) obtain and maintain all necessary licences, permits, permissions, authorisations and consents which may be required before the date on which the Services are to start.
8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
(a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. CHARGES AND PAYMENT

- 9.1 The Charges for the Services shall be on a time and materials basis.
(a) The Charges shall be calculated in accordance with the rates, as are notified by the Supplier to the Customer from time to time;
(b) the Supplier shall be entitled to charge overtime rates (at such rate as notified to the Customer from time to time) in respect of any evening or weekend working or working on a public holiday which is necessary to complete the Services in accordance with any deadline required by the Customer;
(c) the Supplier shall be entitled to charge the Customer for the cost of any third parties required by the Supplier for the performance of the Services, for the cost of any materials used and for any costs of packing, insurance and transport of the Deliverables.
9.2 The Supplier shall be entitled to invoice and raise any estimate of Charges following inspection of samples made in accordance with the Specification.
9.3 Subject to clause 16.8, the Supplier reserves its right to increase its standard rates from time to time provided that it shall give no less than two months' written notice of such increase to the Customer. In the event that such increase is not acceptable to the Customer, the Customer shall notify the Supplier of its dissatisfaction in writing within four weeks of the date of the Supplier's notice and the Supplier shall have the right, without limiting its other rights or remedies, to terminate the Contract by giving four weeks' written notice to the Customer.
9.4 The Supplier may, by giving notice to the Customer at any time prior to delivery of the Deliverables, amend its Charges or request an increase to the Supplier in providing the Services which is attributable to:

- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
(b) any request by the Customer to change the delivery date(s), quantities or types of Deliverables ordered; or the Specification; or
(c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
9.5 The Supplier shall invoice the Customer upon or at any time after delivery of the Deliverables.
9.6 The Customer shall pay each invoice rendered by the Supplier:
(a) within thirty days of the end of the month in which the invoice was raised; and
(b) in full and in cleared funds by cash, cheque or bank transfer to such bank account as nominated by the Supplier, or where Deliverables are delivered outside of the UK by irrevocable letter of credit marked as payable to the Supplier, and time for payment shall be of the essence of the Contract.
9.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
9.8 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (Due Date), the Supplier shall have the right to charge interest on the overdue amount at the rate of four per cent per annum above the then current National Westminster Bank's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
9.9 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10. INTELLECTUAL PROPERTY

- 10.1 Intellectual property rights in any patterns, materials, drawings, Specifications and other data provided by the Supplier shall remain the Supplier's property and all intellectual property rights in or arising out of or in connection with the Services shall be owned by the Supplier.
11. CONFIDENTIALITY
11.1 Any (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party). Its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 11 shall survive termination of the Contract.

12. LIMITATION OF LIABILITY

- 12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
(b) fraud or fraudulent misrepresentation;
(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
(d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
(e) defective products under the Consumer Protection Act 1987.
12.2 Subject to clause 12.1:
(a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charges payable under the Contract.
12.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
12.4 This clause 12 shall survive termination of the Contract.

13. TERMINATION

- 13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
(a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of the breach;
(b) the other party 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) is deemed unable to pay its debts or is 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) has any partner to whom any of the foregoing applies;
(c) the other party commences negotiations with all or any class of its creditors with a view to rescinding any of its debts, or makes a proposal for enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
(d) the other party (being an individual) is the subject of a bankruptcy petition or order;
(e) a creditor or encumbrance of the other party 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 its assets and such attachment or process is not discharged within 14 days;
(f) 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 other party (being a company);
(g) a floating charge holder or the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver; or
(h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
(i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(b) to clause 13.1(i) (inclusive);
(j) the other party suspends, threatens to suspend, causes or threatens to cause to carry on, or substantially the whole of its business; or
(k) the other party (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.
13.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract:
(a) by giving the Customer 2 months' written notice;
(b) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
13.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend the supply of Services or all further deliveries under the Contract or any other contract between the Customer and the Supplier if:
(a) the Customer fails to make any payment due under this Contract on the due date for payment; or
(b) the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(i), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

14. CONSEQUENCES OF TERMINATION

- 14.1 On termination of the Contract for any reason:
(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
(b) the Customer shall return all of the Supplier's Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may use the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not be liable for any purpose not connected with the Contract;
(c) the accrued rights and remedies of the parties as at termination shall not be affected, 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; and
(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. EXPORT TERMS

- 15.1 In these Conditions "Inco terms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provision of Inco terms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Inco terms and these Conditions, the latter shall prevail.
15.2 Where the Deliverables are supplied for export from the United Kingdom, the provisions of this clause 15 shall (subject to any terms agreed in writing between the Customer and the Supplier) apply notwithstanding any other provision of these Conditions.
15.3 The customer shall be responsible for complying with any legislation or regulations governing the importation of the Deliverables into the country of destination and for the payment of any duties or taxes payable in such country.
15.4 Unless otherwise agreed in writing between the Customer and the Supplier, the Deliverables shall be delivered for the air or sea port of shipment and the Supplier shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
15.5 The English language version of these Conditions shall be regarded as the authoritative version notwithstanding that versions translated into other languages may have been supplied for guidance only.

16. GENERAL

- 16.1 Force majeure:
(a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors;
(b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
(c) If the Force Majeure Event prevents the Supplier from providing any of the Services for more than six weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
16.2 Assignment and subcontracting:
(a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner 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.
(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
16.3 Notices:
(a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
(b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address, if sent by prepaid first-class post or recorded delivery, at 9:00 am on the second day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next day after transmission.
(c) This clause 16.3 shall apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.
16.4 Waiver and cumulative remedies:
(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
16.5 Severance:
(a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
16.6 No partnership: Nothing in this 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 in bind, the other party in any way.
16.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
16.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.
16.9 Guarantee: In the event that the Supplier issues an applicant guarantee or certificate of conformity relating to the anticipated performance of its coatings, the provisions of such guarantee or certificate shall prevail in cases of conflict over these Conditions and the provisions of the guarantee or certificate.
16.10 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.