

- Terms and Conditions of Trading ("Conditions") of (i) ASD Limited incorporated and registered in England and Wales with company number 01370600 and having its registered office at Valley Farm Road, Stourton, Leeds LS10 1SD, and (ii) ASD Westok Limited trading as 'Westok' incorporated and registered in England and Wales with company number 04486009 whose registered office is at Valley Farm Road, Stourton, Leeds, West Yorkshire LS10 1SD. Both ASD Limited and ASD Westok Limited shall be referred to in these Conditions as "ASD".
1. **Interpretation**
    - 1.1 These Conditions apply to all contracts with customers of ASD for the supply of all goods (including any replacement goods) by ASD ("Goods") and the provision of services by ASD ("Services") to the exclusion of any other terms that the customer seeks to impose or incorporate or which are implied by trade, custom, practice or in the course of dealing.
    - 1.2 Any goods, materials or products provided by you to ASD for the Services to be applied to or carried out on, shall be referred to as "Customer Products". Customer Products shall constitute Goods when the Services have been carried out on them and they have been delivered to you.
    - 1.3 In these Conditions the definitions detailed in clause 15 shall apply and
      - a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
      - b) a reference to a party includes its personal representatives, successors or permitted assigns;
      - c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
      - d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
    - 1.4 In these Conditions **YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 4, 10 AND 13**
  2. **Basis of Contract**

Orders for Goods and/or Services placed with ASD may be placed in writing, by telephone or by email, but in all cases will be subject to ASD's written acceptance. The contract between you and ASD will become legally binding only when ASD has notified you in writing of its acceptance of your order. Accepted orders will be deemed to incorporate these Conditions and thereby form the "Contract".

    - 2.1 The Contract overrides any other previous statements, promises, representations and undertakings given or made by ASD in relation to the subject matter of the Contract which are not set out in the Contract including brochures, specifications and advertising and the Contract excludes all such items and all other terms not set out in the Contract, including those implied by trade and/or custom and practice (and you acknowledge, in respect of each of the foregoing, that you have not relied on the same).
    - 2.2 Quotations provided by ASD (whether written or oral) do not constitute offers and are subject to withdrawal without notice and shall automatically lapse 30 days after the date of the quotation unless otherwise agreed by ASD in writing.
    - 2.3 ASD reserves the right to make changes to the Goods and/or Services necessary to comply with applicable law or safety requirements, or which do not materially affect the nature or quality of the Goods and/or Services.
    - 2.4 In the event of any conflict or inconsistency between the terms of an order which is accepted by ASD including any terms marked by ASD as "Special Conditions" and these Conditions, the order which is accepted by ASD including any Special Conditions shall prevail, to the extent of the conflict or inconsistency only.
  3. **Price**
    - 3.1 Unless otherwise itemised on the order acceptance (in which case delivery shall be payable as itemised), the price quoted includes delivery. VAT will be charged in addition at the rate applying at the time of delivery of the Goods and/or performance of the Services.
    - 3.2 The price excludes all other taxes which may be applicable and you shall pay any such tax in addition to the price. If you are required under any applicable law to withhold or deduct any amounts from the payments due to ASD, you shall increase the sum you pay to ASD by the amount necessary to leave ASD with an amount equal to the sum it would have received if no such withholdings or deductions had been made.
  4. **Specifications**
    - 4.1 Where ASD supplies Goods or Services in accordance with your specifications, drawings, instructions or design outputs ("Specification"), you shall ensure that the Specification is in writing, is accurate and is provided in good time in order for ASD to fulfil your order. You shall ensure that any Customer Products are suitable for the receipt of such Services in accordance with the Specification and that the Specification is fit for the purpose for which you intend to use the supplied Goods or Customer Products.
  - 4.2 Without prejudice to your obligations and liability under clause 4.1, where ASD provides any design services or gives you access to Software for the purpose of generating your own design outputs in relation to the Goods or Services you must check and confirm that your instructions have been interpreted correctly and, in such instances, ASD may request that you sign and return a copy of the Specification to confirm that you have ensured that the agreed design meets your Specification. You acknowledge and agree that no further Services will be provided and no Goods delivered in accordance with your order until ASD has received the returned signed copy of the Specification. ASD shall have no liability for errors in any Specification or details supplied and/ or approved by you.
  - 4.3 Unless the Contract specifies otherwise ASD shall be entitled to select the basis on which it charges you for Goods. Goods are normally sold by the number of items (quantity) or by a notional weight (calculated excluding pallets and packaging and using densities and dimensions that take into account manufacturing tolerances of +/- 10%) as follows:
    - a) when sold by quantity the price and ASD's charges shall reflect the actual quantity of each type of Good delivered with an additional charge based on ASD's standard rates from time to time for pallets and packaging. Unless otherwise agreed in writing any length, depth or width specification of any type of Goods sold by quantity may vary by +/- 10% of any quoted dimension. Any variance within these industry standard tolerances shall not entitle you to reject the Goods being delivered (Section 30 of the Sale of Goods Act 1979 shall be dis-applied for the purpose of this clause 4.3(a)); or
    - b) when sold by notional weight, unless otherwise agreed in writing, ASD shall have fulfilled its contractual obligation to you if the actual weight of Goods supplied excluding pallets and packaging is within +/- 10% of the notional weight of such Goods specified on ASD's advice note and/or the actual quantities of each component element of the Goods used to calculate that notional weight is within the tolerances as to any of its dimensions outlined at clause 4.3(a). Any variance within these industry standard tolerances shall not entitle you to reject the goods being delivered (section 30 of the Sale of Goods Act 1979 shall be dis-applied for the purpose of this clause 4.3(b)).
  - 4.4 The quantity or notional weight of Goods printed on ASD's advice note shall be final unless you give ASD notice in writing of any disparity within 7 days after receiving the Goods and you provide ASD with a reasonable opportunity to verify the quantity or notional weight of the Goods before you use or sell the same as permitted by clause 11.6(l).
  - 4.5 If ASD agrees that you may inspect or test the Goods before delivery ASD shall notify you when they are ready for inspection or testing. You shall inspect or test the Goods within 7 days of ASD's notification to you. Any disputes in respect of such inspection or testing shall be notified to ASD within 14 days of such inspection or testing taking place or the Goods shall be deemed to be in accordance with the Specification.
5. **CE Markings**
  - 5.1 Subject to clauses 5.2 and 5.3, ASD will supply CE markings when requested on order placement and any such markings may be subject to an additional charge.
  - 5.2 Upon order placement you will be required to indicate if the Goods or Customer Products to which your order relates are intended for use and/or sale for use in a construction setting and therefore require the application of applicable CE markings and, if applicable, it shall be your responsibility to confirm the relevant execution class for which a CE mark is required. ASD shall only apply CE markings to any Goods and/or Customer Products if indicated as being required by you and in the execution class you have confirmed as applicable and ASD shall have no responsibility for advising you or determining on your behalf whether a CE mark is required and, if so, which execution class is applicable. Nor shall the application of a CE marking by ASD at your request and/or based on the information provided by you indicate or imply any liability on the part of ASD for determining that such CE marking is accurately applied or correctly reflects the purpose for which you intend to use the supplied Goods or Customer Products.
  - 5.3 If your order is silent on the issue of CE marking and if no relevant process is being applied to the Goods and/or Customer Products by ASD, ASD shall transfer to you the benefit of any certification given by the original producer or supplier of the Goods to the extent relevant.
6. **Intellectual Property Rights**
  - 6.1 The Intellectual Property Rights in any materials, Software and/or equipment, in whatever form, existing prior to the entering into of a Contract, or developed solely by one party entirely independently and unrelated to the Contract, shall be owned by the developing party.
  - 6.2 The Intellectual Property Rights in any materials, Software and/or equipment, including drawings, designs, specifications or data, developed or produced by ASD in pursuance of a Contract shall remain vested in ASD unless specifically agreed otherwise in writing at the time of entering into the Contract.
7. **Cancellation**
  - 7.1 ASD may suspend or cancel the Contract or any part of it, by written notice if:
    - a) you fail to pay ASD any money when due (under the Contract or otherwise);
    - b) you suffer an Insolvency Event.
  - 7.2 Subject to clause 9.2, you may only cancel the Contract or any part thereof if ASD agrees in writing and, in such circumstances, you shall pay to ASD the sums due for costs incurred up to cancellation, including:
    - a) any material, processing and manufacturing costs;
    - b) the price of specialist/customer specific goods and/or Services;
    - c) costs of failed delivery attempts; and
    - d) any other costs related to the Contract which ASD has incurred which are notified by ASD to you.
  8. **Return of Goods**
    - 8.1 ASD may, at its sole discretion, accept the return of Goods from you:
      - a) if ASD has expressly agreed to do so in writing
      - b) if the Goods are a standard stock item when you request the return;
      - c) on payment of an agreed handling charge; and
      - d) in all cases, where the Goods are as fit for sale on their return as they were on delivery.
  9. **Delivery**
    - 9.1 ASD shall use its reasonable endeavours to meet any performance dates and times specified in the Contract but any such dates and times including all delivery times are estimates only and time shall not be of the essence for delivery of Goods and/or performance of the Services.
    - 9.2 If ASD fails to deliver the Goods and/or Services within a reasonable time, you may (by giving ASD written notice in accordance with clause 14.10) cancel the Contract, however:
      - a) you may not cancel the Contract if ASD receives your notice after the Goods have been dispatched or the Services scheduled for performance; and
      - b) if you do cancel the Contract, your exclusive remedy shall be to claim back any sums already paid to ASD for the Goods and/or Services.
    - 9.3 If you accept delivery of the Goods or performance of the Services after any estimated delivery or performance time given by ASD, delivery or performance will be deemed to have been in accordance with the Contract.
    - 9.4 ASD may, with your prior agreement, deliver the Goods in instalments. Each instalment is treated as a separate contract.
    - 9.5 If delivery does not take place because you are at fault or for reasons beyond ASD's control, ASD may store and insure the Goods at your expense. In such circumstances, ASD shall use reasonable endeavours to attempt to deliver the Goods, but ASD has the right to sell them after a period of 14 days has passed since the original delivery attempt. ASD may recover from the proceeds of such sale, such costs of storage and insurance together with ASD's costs of attempting to deliver the Goods together with the unpaid balance of the sale price of those Goods as at the day of failed delivery. In the event that such sale proceeds are insufficient to cover such costs and sale price, ASD may invoice you for the shortfall, and you shall pay to ASD such sums in accordance with clause 10.
    - 9.6 If you order Goods or Services with a single delivery date that has been agreed in writing by ASD then you may not change that date (whether by way of delay in the delivery date or a change to instalments or other staggered delivery process) without the prior written agreement of ASD to the change including adjustment to the price to reflect the change in delivery.
    - 9.7 Neither ASD nor its carrier is responsible for unloading the Goods at your premises. You are responsible for providing, at your cost, sufficient labour and materials for unloading the Goods at your premises.
    - 9.8 If the driver of the delivery vehicle leaves the vehicle at your request while the Goods are being unloaded, ASD shall not be liable whether in contract (including fundamental breach), tort (including negligence), breach of statutory duty or otherwise for any shortages in Goods.
    - 9.9 ASD may decline to deliver the Goods if:
      - a) ASD believes, or its carrier believes, that it would be unsafe, unlawful or unreasonably difficult to do so; or
      - b) the premises, or the access to them, are unsuitable for ASD's or the carrier's delivery vehicle. Any unforeseen additional costs resulting from any requirement of ASD to make repeat or abortive delivery attempts as a result of such delivery issues may be invoiced separately and must be paid for by you in accordance with clause 10.
    - 9.10 Delivery will be deemed to have taken place:
      - a) at ASD's premises when you collect the Goods; or
      - b) at the agreed delivery address, when you have unloaded the Goods (if ASD is arranging carriage).
    - 9.11 Any reference to Incoterms in an order (subject always to ASD's written acceptance of the same) or the Contract shall be a reference to that term as defined in the Incoterms 2020 rules. In the event of any conflict between these Terms and Conditions and any specified Incoterm, the Incoterm shall prevail.

- 9.12 If there is a complete failure of delivery, you shall notify ASD in writing within 7 days of receipt of ASD's despatch documents or ASD's invoice, whichever is earlier. You shall be deemed to have taken delivery of the Goods if you do not do so.
- 10. Payment Terms and Application for Credit**
- 10.1 Subject to clause 10.2, you shall pay to ASD the price quoted for the Goods and/or Services (as applicable) in full in accordance with the relevant invoice issued by ASD, in cleared funds in GBP Sterling by the method agreed by the parties, on or before delivery of the Goods and/or performance of the Services (as applicable). If you fail to do so, ASD may decline to deliver the Goods and/or perform the Services.
- 10.2 If you have an approved ASD credit account, you shall pay to ASD the price quoted in GBP Sterling by the method agreed by the parties no later than the end of the month following the month of delivery of Goods/performance of Services (as applicable) unless otherwise agreed in writing by ASD.
- 10.3 ASD shall use reasonable endeavours to consider an application for a credit account on satisfactory completion and submission to ASD by you of its "Credit Application Form". ASD may, in its absolute discretion, decline any application for a credit account and is not obliged to give any reason for such decision.
- 10.4 ASD may, in its absolute discretion, and without liability to you, at any time and without notice, a) withdraw your credit account, b) reduce your credit limit c) require bank or parent company guarantees, or d) bring forward your due date for payment or require payment in advance, and in doing so ASD may withdraw from a Contract (even after acceptance by ASD), or delay delivery under it, consistent with any change in your credit position.
- 10.5 By placing an order with ASD or applying for an ASD credit account, you:
- a) consent to ASD carrying out such credit referencing and other due diligence as it considers appropriate on an ongoing basis; and
- b) agree that you shall, on request, provide ASD with any and all information reasonably requested by ASD in relation to your business operations and/or finances in order to ascertain your creditworthiness.
- 10.6 If you fail to pay ASD in full in accordance with clause 10.1 or 10.2 (as applicable):
- a) ASD may suspend or cancel future deliveries of Goods and/or provision of Services under any contract;
- b) ASD may cancel any discount offered to you; and
- c) you shall pay ASD interest and compensation calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.7 You do not have the right to set off any money you may claim from ASD against anything you may owe ASD. While you owe money to ASD, ASD shall have a lien on your property in its possession.
- 10.8 When exporting Goods outside the United Kingdom ASD may, at its discretion, require you to provide an export guarantee in a form satisfactory to ASD and if you fail to provide the required export guarantee ASD may decline to deliver the Goods and/or perform the Services as applicable.
- 11. Title and Risk**
- Where you provide Customer Products on which ASD performs Services under a Contract:**
- 11.1 The Customer Products will be at ASD's risk only whilst they are in ASD's possession and ASD shall insure the Customer Products to their full replacement value while in ASD's possession.
- 11.2 Title to the Customer Products shall remain with you at all times during the Contract.
- 11.3 ASD may exercise a lien over the Customer Products in its possession until such time as ASD has received in full:
- a) all amounts due to ASD under the Contract in respect of the Services; and
- b) all other sums due to ASD from you which are outstanding.
- Where ASD provides Goods under a Contract:**
- 11.4 Title to the Goods shall pass to you when ASD has received:
- a) all amounts due to ASD under the Contract in respect of the Goods and Services; and
- b) all other sums due to ASD from you which are outstanding.
- 11.5 The Goods are at your risk from the time of delivery in accordance with clause 9.9.
- 11.6 Until the date on which title to the Goods passes to you in accordance with clause 11.4, all Goods shall remain the property of ASD and:
- a) you shall store them at your own cost separately from all other goods so that they are clearly identifiable as ASD's property and in or on premises to which you are able to grant ASD access in accordance with clause 11.7;
- b) you shall insure them and keep them insured for the full amount due to ASD (against the risks for which a prudent owner would insure them) with a reputable insurance company and ensure ASD's interest is noted on the policy;
- c) if the Goods are destroyed by an insured risk, hold the insurance proceeds, separately from all other monies, on trust for ASD;
- d) hold the Goods on a fiduciary basis as ASD's bailee;
- e) save as permitted by clause 11.6(m), not incorporate the Goods into any other items;
- f) not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- g) ensure that the Goods remain in satisfactory condition;
- h) save as permitted by clause 11.6(m), not sell or purport to sell to Goods to a third party;
- i) not create or purport to create any lien, charge or other encumbrance over or otherwise affecting the Goods;
- j) notify ASD immediately if you become subject to an Insolvency Event;
- k) immediately provide ASD with such information relating to the Goods as ASD may require from time to time;
- l) notwithstanding clauses 11.6(e) and 11.6(h) hold on trust for ASD any proceeds of sale of the Goods on trust in a trust account separate from other monies; and
- m) you may use the Goods and sell them in the ordinary course of your business, but you may not use or sell the Goods if: (i) ASD revokes that right (by informing you in writing); or (ii) you become subject to an Insolvency Event.
- 11.7 ASD may, where title to the Goods remains with ASD, recover and resell the Goods and you now grant to ASD an irrevocable licence to enter any premises owned and/or controlled by you in order for ASD to:
- a) at any time, inspect the Goods; and/or
- b) after your right to use and sell the Goods has ended in accordance with clause 11.6(m), remove them.
- 11.8 If you fail to pay any sums owed to ASD for Goods or Services provided by the due date for payment in accordance with a relevant invoice, notwithstanding ASD's retention of title to the Goods pursuant to this clause 11, ASD has the right to take legal proceedings to recover the price of Goods/Services supplied together with interest and compensation pursuant to clause 10.6(c).
- 12. Third Party Contractors**
- 12.1 By entering into a Contract you agree that ASD may utilise third party suppliers and contractors in carrying out Services under that Contract, including passing possession of Customer Products to such third parties for the purposes of receiving such Services.
- 12.2 Despite any confidentiality or non-disclosure agreement which may be in place between you and ASD at the time of this Contract, you agree that ASD may share information, including the Specification, with third party suppliers and subcontractors as required to receive and perform Services.
- 12.3 In the event that ASD utilises a third party supplier ASD shall, to the extent it would have been should ASD have carried out any Services itself:
- a) remain liable and provide such warranties for the Goods or Services supplied; and
- b) retain the risk and title to the Goods.
- 13. Warranties, Indemnity and Liability**
- 13.1 Subject to clauses 4.2 and 4.5, clauses 13.2 to 13.6 and clauses 13.8 to 13.10, ASD warrants that:
- a) the Goods and Services will conform to the Specification; and
- b) Services will be provided with reasonable care and skill.
- 13.2 Save as set out in clause 13.1 ASD gives no other warranties and now excludes, to the fullest extent permitted by law, all warranties, terms and conditions that would otherwise be implied into the Contract, including all warranties implied by law, custom and practice and course of dealing as to the quality of Goods and/or Services and their fitness for purpose, including in respect of any Goods which ASD has prepared.
- 13.3 You are responsible for ensuring, and warrant to ASD that:
- a) the Specification is complete, accurate and fit for your purposes notwithstanding that you may have used the Software and/or design services provided by ASD;
- b) you have provided ASD with complete and accurate information in relation to any requirement for and applicable execution classes in relation to CE markings which may be applicable to the Goods and/or Customer Products pursuant to clause 5;
- c) you are the owner of, or have the right to have the Services carried out on, any Customer Products;
- d) the Services provided are suitable for your purposes;
- e) the Customer Products are suitable to have the Services performed on them; and
- f) the Customer Products conform to any requirement specified in the Specification or any instruction from ASD.
- 13.4 Subject to clause 13.10 ASD shall not be liable, whether in contract (including fundamental breach), tort (including negligence), breach of statutory duty or otherwise for any defect in the Goods or the Services which:
- a) is caused by a breach of any of the warranties given at clause 13.3;
- b) are produced to the Specification; or
- c) is caused by a defect in the Customer Products which existed prior to the performance of the Services.
- 13.5 You shall inspect the Goods on delivery. If any Goods are defective on delivery (or only partially delivered) you must mark the advice note accordingly and you:
- a) shall inform ASD (in writing), with full details, before their use or resale and in any event within 7 days of delivery;
- b) shall allow ASD and any carrier to investigate the alleged defect or non-delivery; and
- c) hereby grant ASD access to your premises and any premises you control and the Goods for the purpose of investigating the alleged defect and ASD shall not be liable, whether in contract (including fundamental breach), tort (including negligence), breach of statutory duty or otherwise for any defect which would have been obvious had a reasonable inspection of the Goods been carried out by you on delivery.
- 13.6 If you believe that the Goods have a defect which was not discoverable at the time of delivery by a reasonable inspection you:
- a) shall inform ASD (in writing), with full details, within 7 days of discovering the alleged defect and in any event within 1 month of delivery;
- b) shall allow ASD to investigate the alleged defect; and
- c) hereby grant ASD access to your premises and the Goods for the purpose of investigating the alleged defect.
- 13.7 If, following ASD's investigations, the Goods have not been delivered or any Goods or Services delivered are found not to be in accordance with clause 13.1, and you have complied in full with clauses 9.10, 13.5 and/or 13.6 (as applicable), ASD shall, at its sole option replace or repair the Goods, re-perform the Services or refund the price of the finished Goods.
- 13.8 Subject to clause 13.10, ASD shall not be liable to you or to any person claiming through you, whether in contract (including fundamental breach), tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss, financial loss, loss of profits, loss of business revenue, loss of contracts, loss of goodwill, or loss of use arising from the Contract, any collateral contract, the supply of Goods or their use or the provision of Services.
- 13.9 Subject to clauses 13.8 and 13.10, ASD's liability to you for all other losses arising under or in connection with the Contract or any collateral contract, whether in contract (including fundamental breach), tort (including negligence), breach of statutory duty or otherwise shall be limited to the price of the Goods or Services (as applicable).
- 13.10 Nothing in the Contract restricts or limits ASD's or your liability for death or personal injury resulting from negligence, for fraud or for any other liability which may not be excluded or restricted by law.
- 13.11 You shall indemnify and keep indemnified ASD in full and on demand from all costs, proceedings, actions, claims or demands, liabilities, losses, damages and obligations which ASD may incur or for which ASD may be liable (including legal costs and expenses) arising out of or in connection with:
- a) the Specification infringing or being alleged to infringe third party Intellectual Property Rights; and/or
- b) the Specification and Goods made to the Specification not being fit for your purposes.
- 14. General**
- 14.1 Any waiver of a part of the Contract is binding only if it is made (or recorded by ASD) in writing and expressly states an intention to waive a part of these Conditions. Such a waiver shall not be deemed to be a waiver of any subsequent breach or default.
- 14.2 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.
- 14.3 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 ASD and you.
- 14.4 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 14.5 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.
- 14.6 If ASD is unable to perform its obligations to you under the Contract or any other contract between ASD and you (or is only able to perform them at unreasonable cost) because of a Force Majeure Event ASD may, without liability to you, cancel or suspend any of its obligations to you on notice. If the Force Majeure Event continues for a period of 90 days, you may terminate the Contract on notice and without liability.

- 14.7 In order to perform this Contract ASD may need to disclose your personal information to relevant third parties. ASD shall comply with all relevant data protection legislation and shall ensure that all such relevant third parties are contractually obliged to do so too.
- 14.8 If you are more than one person, each of you has joint and several obligations under the Contract.
- 14.9 If any of these clauses are found invalid, illegal or unenforceable as set out herein:
- it will not affect the enforceability of any other clause; and
  - if it would be enforceable if amended, it will be treated as so amended and the amended clause will be deemed incorporated herein.
- 14.10 Any notice to a party which is to be served under the Contract, shall be in the English language, in writing and may be served by leaving it at or by delivering it to (by pre-paid post (by airmail if to an address outside the country of posting) or by fax) the other party's registered office or principal place of business. All such notices shall be signed by an authorised signatory. Notices delivered by hand shall be deemed served on delivery, those by pre-paid post 3 days after posting (7 days if sent by airmail), provided proof of posting is available and if by fax on receipt of an answer back. For the purposes of this clause "writing" shall not include emails and notice given under the Contract shall not be validly served if given by email.
- 14.11 No contract between you and ASD will create any right enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, or otherwise, by any person other than ASD and you.
- 14.12 ASD 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.
- 14.13 You shall not, without the prior written consent of ASD, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Contract.
- 14.14 The 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 nonexclusive jurisdiction of the courts of England and Wales. The United Nations Convention on the International Sale of Goods shall not apply to the Contract.
- 15. Definitions**
- Force Majeure Event** an event beyond the reasonable control of ASD including strikes, lock-outs, other industrial disputes (whether involving the workforce of ASD or any other party), failure of a utility service or transport network, act of God, accident, war, riot, civil commotion, act of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, transport delays, explosion, storm, difficulty obtaining supplies or default of suppliers or subcontractors;
- Insolvency Event** if you go into liquidation or a winding up petition is presented in respect of you (other than for the purpose of a solvent bona fide reconstruction) and such petition is not discharged within 7 days of its presentation or an

order is made for the appointment of an administrator or documents are filed for the appointment of an administrator or notice of intention to appoint an administrator is given by you, your directors or a qualifying floating charge holder, or a receiver or administrative receiver is appointed over the whole or any part of the assets of you or you propose to enter or make any arrangement or composition with your creditors or make an application to a court for the protection of your creditors in any way, are otherwise unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986) or is the subject of any similar event in any jurisdiction;

**Intellectual Property Rights** all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world from time to time;

**Software** any application used by ASD or provided or made available by or on behalf of ASD to you, whether to assist in the creation or interpretation of design outputs, design instructions and/or specifications or otherwise;

**you, your** the person who places an order with ASD as set out in the order confirmation.