

Terms and Conditions for the Sale of Goods (Supplied and/or Delivered) ("TC03")



The Buyers attention is drawn in particular to Condition 9 Warranties and Limitation of Liability.

1 Definitions and Interpretation

In these conditions, unless otherwise expressly stated;

- 1.1 'Buyer' means the person, company or authority who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller in accordance with these Conditions;
- 1.2 'Seller' means Sheehan Haulage & Plant Hire Ltd and;
- 1.3 'Contract' means the contract for the sale and purchase of the Goods strictly and exclusively in accordance with these Conditions;
- 1.4 'Goods' means the goods (including any instalment of the goods or any parts of them) which the Seller is to supply in accordance with the Contract and any goods supplied in substitution for or in replacement of or in addition to such goods;
- 1.5 'Conditions' means the standard terms and conditions of sale set out in this document to the exclusion of all other terms or purported terms;
- 1.6 'Writing' includes letter and email providing if by email a separate copy of such email is sent by post to the notified address of the other party, if not notified to the last known address;
- 1.7 'Price' means the price or rates payable excluding VAT included in the Seller's Offer Quotation or Proposal ("Quotation"), or as amended and agreed in Writing by the Seller;
- 1.8 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;
- 1.9 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 Basis of Sale

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written Quotation of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller, subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer. No terms or conditions written upon, delivered with, or contained in the Buyer's acceptance, purchase order, specification or similar document will form part of the Contract. Acceptance of delivery of the Goods is deemed acceptance by the Buyer of these Conditions;
- 2.2 No variation or addition to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller;
- 2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods, terms or Conditions unless confirmed by the Seller in Writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations that are not so confirmed;
- 2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed;
- 2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller;
- 2.6 Commencement, performance or execution by the Seller in the supply of goods and of any variation to the Goods shall be deemed acceptance by the Buyer to such variation and subject to these Conditions which the Buyer hereby agrees to.

3 Orders and Specification

- 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the Seller's acknowledgement of order, or, if earlier, delivery of the Goods and subject to the Seller's terms and conditions for the Sale of Goods hereto. Any quotation is given by the Seller on the basis that no Contract will come into existence until the Seller accepts the Buyer's order by either sending an acknowledgement of order to the Buyer or, if earlier, delivery of the Goods. All deliveries made are subject to these Conditions;
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with the Conditions;
- 3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller);
- 3.4 Screened soils are produced from recycled materials to meet the requirements of general purpose soil which is reflected in the price. The Seller does not produce specialist soils or give any warranties as to the chemical composition of its products;

- 3.5 Any recommendation or suggestion relating to any use, storage or handling of the Goods made by the Seller either in sales and technical literature or in response to a specific enquiry is given in good faith but it is strictly for the Buyer to satisfy itself of the suitability of the Goods for its own particular purposes and the Buyer accepts it makes no reliance on any such recommendation, suggestion or representation;
- 3.6 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer the Buyer shall indemnify the Seller against all loss damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim of infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification;
- 3.7 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance;
- 3.8 Subject to 3.9, no order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of all labour and materials used), damages, charges and expenses incurred, (including re-stocking), by the Seller as a result of any cancellation;
- 3.9 Without prejudice to the generality of the foregoing, should the Buyer purport without the agreement in Writing of the Seller to cancel any order which has been accepted by the Seller or refuse to accept delivery of any of the Goods such action shall constitute a breach of the agreement and, at the option of the Seller, the Seller shall be entitled to require the Buyer to pay to the Seller by way of liquidated damages an amount equivalent to 50% of the invoice value of the order so purported to be cancelled or 50% of the invoice value of the Goods delivery of which is so refused (as the case may be). In the event of the Seller so requiring the Buyer shall pay such amount to the Seller (without any deduction) within 7 days of receiving from the Seller written notification of the amount required to be paid. The Seller and the Buyer hereby agree that such amount represents a genuine pre-estimate of the monetary value of the loss and damage likely to be suffered by the Seller as a result of such breach of agreement on the part of the Buyer. For the avoidance of doubt, in the event that the Seller opts to require the Buyer to pay liquidated damages as set out above, and the Buyer duly pays such liquidated damages, neither party shall have any further liability to the other in relation to the Goods in respect of which such liquidated damages are paid;

4 Price and Payment

- 4.1 The price of the Goods shall be the Seller's quoted price. All prices quoted are valid for 30 days only or such lesser period as shall be stated by the Seller on the face of the relevant quotation or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer;
- 4.2 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 which is due to any factor beyond the control of the Seller or to any change in delivery dates, quantities or specifications 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. The Seller reserves the right to charge the Buyer an additional charge where (i) delivery of the Goods is required outside of normal working hours, (ii) delivery of the Goods is required in part loads, (iii) for any reason the delivery vehicle is unable to discharge its load within 10 minutes of arrival at the Buyer's point of despatch, (iv) the Buyer purchases quantities of the Goods which are substantially different from any quantity specified in the Seller's quotation and (v) if the Buyer makes an alteration in the grade of type of material originally quoted for, or where it becomes necessary to supply from another source. Any additional costs incurred by the Seller shall be at the liability of the Buyer, which liability the Buyer hereby accepts and agrees to;
- 4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller are inclusive of carriage charges;
- 4.4 The price is exclusive of any applicable value added tax or other taxation that the Buyer shall be additionally liable to pay to the Seller.
- 4.5 Subject to any special terms or credit facilities agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods at any time. Payment is due on the date of invoice.
- 4.6 All Invoices are payable in advance of delivery, unless credit facilities have been approved, in which case Invoices are payable not later than 30 days from the date of invoice.
- 4.7 The Buyer shall pay all invoices without any deductions notwithstanding that delivery may not have taken place and the property in the Goods has not been passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request;
- 4.8 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to;
- 4.8.1 cancel the contract or suspend any further deliveries to the Buyer;

KNIGHTSBRIDGE FARM | YARNTON | OXFORD | OX5 1PH

TEL: 01865 379931 | FAX: 01865 841216 | enquiry@sheehancontractors.co.uk | www.sheehancontractors.co.uk

Registered Office: 30 BANKSIDE COURT | STATIONFIELDS | KIDLINGTON | OXFORD | OX5 1JE
INCORPORATED IN ENGLAND NO. 2248991 V.A.T. REGISTRATION NUMBER: 630 5617 59



Terms and Conditions for the Sale of Goods (Supplied and/or Delivered) (“TC03”)



- 4.8.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer) and
- 4.8.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, or any re-enactment of, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest);
- 4.9 In the event that the Seller shall cancel the contract under the provisions of Clause 4.7.1 above the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation. Without prejudice to the generality of the foregoing, at the option of the Seller, the Seller shall be entitled to require the Buyer to pay to the Seller by way of liquidated damages an amount equivalent to 50% of the invoice value of the contract so cancelled. In the event of the Seller so requiring, the Buyer shall pay such amount to the Seller (without any deduction) within seven days of receiving from the Seller written notification of the amount required to be paid. The Seller and the Buyer hereby agree that such amount represents a genuine pre-estimate of the monetary value of the loss and damage likely to be suffered by the Seller as a result of such cancellation.
- 4.10 In the event of any breach of these Conditions by the Buyer, or dispute between the Parties relating to this Contract or any other contract between them, the Seller shall be entitled to suspend, withdraw or terminate any discount or rebate agreement between the Parties, affecting this Contract or any other contract between them.
- 5 Description**
- 5.1 Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the Contract.
- 6 Sample**
- 6.1 Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is representative in nature and the bulk of the order may differ slightly as a result of any manufacturing process.
- 7 Delivery**
- 7.1 Delivery of the Goods shall be made either by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place. Delivery is deemed to have taken place either, on discharge into or onto the Buyer's vehicle or on discharge from the Seller's vehicle at the Buyer's site or as otherwise agreed by the parties;
- 7.2 The Buyer must provide a safe and adequate access to the point of delivery or discharge of the Goods including any required manoeuvring space and for ensuring the Seller's employees or agents are safe on the Buyer's site. Failure to comply with this Condition shall entitle the Seller to refuse to make delivery and to charge the Buyer for any costs and/or losses incurred. The Seller does not accept any liability whatsoever, under any circumstances, howsoever arising, for damage to any private property by the Seller's vehicles when required by the Buyer to leave or exit the public highway in order to make delivery;
- 7.3 The Buyer shall indemnify the Seller and its drivers against any damage or injury caused by the acts and/or omissions of the Buyer, its employees, sub-contractors or agents while the delivery vehicle is present on or accessing the Buyer's site;
- 7.4 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer. The Seller shall be entitled to make part delivery of the Goods at any time;
- 7.5 Where the Goods are delivered in instalments, each delivery shall constitute a separate contract and 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 repudiated;
- 7.6 If the Seller fails to deliver the Goods for any reason, other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods;
- 7.7 If the Buyer fails to take delivery of the Goods or fails to give adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may store the Goods until actual delivery.
- 7.8 On delivery, howsoever effected, the Buyer must (i) satisfy itself as to the condition of the Goods, (ii) allow unhindered delivery of the Goods, (iii) sign the delivery note, (iv) sign any record produced by the Seller or its drivers in respect of any delay after the arrival of the goods at the Buyer's site, including standing time, or other records. If the Buyer fails in any of the above, then the Goods will be either;
- 7.8.1 Deemed to have been delivered; or
- 7.8.2 The Seller may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 7.9 The Seller may sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract. Any such shortfall shall be treated and deemed to be a debt;
- 7.10 Any damages, shortages, over deliveries and/or duplicated orders should be reported to the Seller within 2 days of signed receipt to enable replacement or refund.
- 8 Risk and Property**
- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
- 8.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection: or
- 8.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods;
- 8.2 Notwithstanding delivery and 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 or part Goods and payment in full of all sums due from the Buyer to the Seller whether under the Contract or by virtue of any other liability of the Buyer to the Seller;
- 8.3 Until such time as the property in the Goods passes to the Buyer, the Buyer 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 and 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 such part of the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, as is equivalent to the invoice value of the Goods and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured;
- 8.4 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 Seller 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 where the Goods are stored and repossess the Goods;
- 8.5 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 monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) become due and payable;
- 8.6 For the avoidance of doubt, nothing contained in this Clause 8 shall entitle the Buyer to return any of the Goods to the Seller save as expressly provided in these terms and conditions or as expressly agreed in writing between the Seller and the Buyer.
- 9 Warranties and Limitation of Liability**
- 9.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification subject to such tolerances as are reasonable and as are normally accepted in the trade and will be free from defects in material and workmanship at the time of delivery. The Seller shall not at any time be liable for any all loss or damage suffered by the Buyer in excess of the contract price;
- 9.2 The above warranty is given by the Seller subject to the following conditions:
- 9.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
- 9.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;
- 9.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
- 9.2.4 the above warranty does not extend to Goods not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller;
- 9.3 The Seller shall not however, have any liability in respect of any minor deviations from any specification if the Goods are still compliant with any applicable regulations or an independent expert has opined that the Goods are still suitable for the user's appropriate with such specification;
- 9.4 No warranty or representation is given that the Goods are suitable for any particular purpose or application and all warranties, conditions and other terms implied by statute or common law, are, to the fullest extent permitted by law, excluded from this Contract;
- 9.5 Any sampling and testing shall be carried out in accordance with such British Standard or European Standard or specification as is accepted by the Seller to be appropriate.

KNIGHTSBRIDGE FARM | YARNTON | OXFORD | OX5 1PH

TEL: 01865 379931 | FAX: 01865 841216 | enquiry@sheehancontractors.co.uk | www.sheehancontractors.co.uk

Registered Office: 30 BANKSIDE COURT | STATIONFIELDS | KIDLINGTON | OXFORD | OX5 1JE
INCORPORATED IN ENGLAND NO. 2248991 V.A.T. REGISTRATION NUMBER: 630 5617 59



Terms and Conditions for the Sale of Goods (Supplied and/or Delivered) (“TC03”)



Compliance with such Standard or specification shall be discharged by the Seller at the Buyer's cost at the time of supply of the goods to the Buyer and on the basis that the Seller is the supplier and not the user of the Goods;

9.6 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller in Writing within 2 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not so notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract;

9.7 Any claim by the Buyer which is based on short delivery or non-delivery shall be notified to the Seller in Writing (in the case of short delivery) within 2 days of delivery and (in the case of non-delivery) within 7 days of receipt by the Buyer of the Seller's Invoice for the goods which the Buyer claims have not been delivered. If the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject any goods that have been delivered and the Seller shall have no liability for such short delivery or non-delivery;

9.8 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions the Seller shall be entitled to replace the Goods or (refund to the Buyer the price of the Goods) (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer including any and all, without limitation, consequential costs, loss, damage and/or expense of the Buyer. The maximum liability of the Seller arising under Condition 9, shall not exceed the Price of the Goods established to be defective. The Buyer shall be under a strict duty to mitigate and minimise the adverse consequences arising from the supply of any Goods established to be defective;

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

9.10 The Buyer acknowledges it bears the risk of all additional expenses costs losses damages and liabilities which are incurred. The Buyer acknowledges it can obtain insurance to cover such potential expenses, costs, losses, damages and liabilities.

9.11 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. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

- 9.11.1 Act of God, explosion, flood, tempest, fire or accident;
- 9.11.2 war or threat of war, sabotage, insurrection, civil disturbance, or requisition;
- 9.11.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 9.11.4 import or export regulations or embargoes;
- 9.11.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 9.11.6 difficulties in obtaining raw materials labour, fuel, parts or machinery;
- 9.11.7 power failure or breakdown in machinery.

10 Insolvency of the Buyer

10.1 This clause applies if:

- 10.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 10.1.2 an encumbrancer takes possession, or a receiver is appointed, of 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.

10.2 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 Seller, and if 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 Notices

- 11.1 Any notice request or consent required or permitted to be given or made pursuant to the Conditions shall be in writing and sent to the last known address of the receiving party.
- 11.2 A party may change address by giving the other Party notice of its change of address.

12 Intellectual Property

- 12.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Contract shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

13 Severability

- 13.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

14 Set off and Counterclaim

- 14.1 Whether in relation to this Contract or any other contract/s between the parties, the Buyer shall not under any circumstances withhold payment of any invoice or part thereof or other amount due to the Seller by reason of any purported right of deduction, set off or counterclaim which the Buyer may have or allege to have or for any reason whatsoever.

- 14.2 The Seller shall be entitled to set-off, deduct or withhold, without notice to the Buyer any liability of the Buyer to the Seller, whether arising under this Contract or any other contract/s between the parties

15 Waiver

- 15.1 No delay, act or omission by the Seller under the Contract in exercising any right or remedy or under any applicable law on any occasion shall be deemed or construed to be deemed a waiver of or bar to the exercise of such right or remedy or any other right or remedy upon any other occasion.

16 Assignment/Third Party Rights

- 16.1 The benefit of this Contract may not be assigned by the Buyer but is fully assignable by the Seller. Nothing in this Contract is intended to, nor shall it confer any right/s on a third party.

17 Entire Agreement

- 17.1 This Contract represents the entire understanding and agreement between the Parties and supersedes any and all previous negotiations and understandings between the Parties including any letter/s of intent with respect to its subject matter. Further, this Contract supersedes all previous agreements between the parties with regard to its subject matter and those agreements are now terminated and of no further effect.

18 Applicable Law

- 18.1 This Contract is subject to the law of England and the parties shall submit to the exclusive jurisdiction of the English courts.

KNIGHTSBRIDGE FARM | YARNTON | OXFORD | OX5 1PH

TEL: 01865 379931 | FAX: 01865 841216 | enquiry@sheehancontractors.co.uk | www.sheehancontractors.co.uk

Registered Office: 30 BANKSIDE COURT | STATIONFIELDS | KIDLINGTON | OXFORD | OX5 1JE
INCORPORATED IN ENGLAND NO. 2248991 V.A.T. REGISTRATION NUMBER: 630 5617 59

