

CUSTOMER ACCOUNT CREDIT APPLICATION FORM

Full Trading Name			
Invoice Address			
Delivery Address <i>(if different from above)</i>			
Telephone Number		Fax Number	
Email Address			
Registration Number		VAT Number	
Please Indicate	Partnership <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Limited Company <input type="checkbox"/>
Proprietor's Name, Address & Tel No. <i>(Sole Trader's / Partnership's Only)</i>			
Trade Reference (1) <i>(Please state Full Name, Address & Tel Number)</i>			
Trade Reference (2) <i>(Please state Full Name, Address & Tel Number)</i>			
Name & Tel No. for account queries			
Requested Maximum Credit Limit (£)			

FOR INTERNAL USE ONLY

Credit Limit	
Date Open	
Rep Code	

IMPORTANT

Please sign & return the Terms & Conditions in order for your account to be opened.



Hardwood, Softwood & Panel Products

Registered Office: Granville Works, Station Road, Cradley Heath, West Midlands B64 6PW. Registered in England No. 365289
 All offers are made subject to the conditions overleaf.

The customer's attention is drawn in particular to the provisions of clause 11.

1. Interpretation

1.1 Definitions

In these Conditions, the following definitions apply:

"Business Day"	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
"Conditions"	the terms and conditions set out in this document as amended from time to time in accordance with clause 13.6.
"Contract"	the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
"Customer"	the person or firm who purchases the Goods and/or Services from the Supplier.
"Delivery Documents"	means the documentation prepared by the Supplier, or the third party procured by the Supplier to deliver the Goods, to accompany the delivery of the Goods.
"Delivery Location"	has the meaning given in clause 4.1.
"Force Majeure Event"	has the meaning given in clause 12.
"Goods"	the goods (or any part of them) set out in the Order.
"Order"	the Customer's order for the supply of Goods and/or Services, made verbally by telephone to the Supplier or as set out in the Customer's purchase order form, the Customer's written or verbal acceptance of the Supplier's quotation, or the Customer's online order via the Website.
"Representatives"	means a party's employees, officers, agents, consultants or subcontractors.
"Services"	the services supplied by the Supplier to the Customer as set out in the Order.
"Specification"	any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.
"Supplier"	Palmer Timber Limited (registered in England and Wales with company number 00365289).
"Website"	www.palmer timber.com.

1.2 Construction

In these Conditions, the following rules apply:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3 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 that statute or statutory provision, as amended or re-enacted.

1.2.4 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.

1.2.5 A reference to writing or written includes faxes and e-mails.

2. Basis of Contract

2.1 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.

2.2 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier commences work pursuant to the Order, at which point the Contract shall come into existence.

2.4 The Supplier shall not be obliged to accept any Order. In particular (without prejudice to the generality of the foregoing) the Supplier shall not be obliged to accept any Order from a Customer at any time when such Customer has exceeded any credit limit previously agreed with the Supplier.

2.5 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.

2.6 This is not a sale by sample. Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions, illustrations or photos contained in the Supplier's catalogues or brochures or appearing on the Supplier's website are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.7 A quotation for the supply of Goods and/or Services given by the Supplier shall not constitute

an offer. A quotation may be revised or withdrawn by the Supplier at any time and in any event shall only be valid for a period of 20 Business Days from its date of issue.

2.8 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Goods

3.1 The Goods are described in the Order.

3.2 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 professional 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 Specification if required by any applicable statutory or regulatory requirements.

3.4 The Goods are not sold fit for any particular purpose. Any advice given by the Supplier regarding the suitability of any Goods is given in good faith but shall not bind the Supplier.

4. Delivery

4.1 The Customer shall collect the Goods from the Supplier's premises or, where specified in the Order, the Supplier shall deliver the Goods or shall procure the delivery of the Goods by a third party as the case may be, to the location set out in the Order or such other location as the parties may agree (and where the Goods are export they shall be delivered ex-works or CPT (Incoterms 2010) to the port named in the Order) ("Delivery Location"). Where goods are to be delivered the Customer shall provide the Supplier or such third party with access to the Delivery Location in order that the delivery of the Goods may be carried out. The Customer must notify the Supplier promptly of any days or part days when such access to the Delivery Location will be unavailable.

4.2 Where Goods are delivered, delivery of the Goods shall be completed on the Goods' arrival unloaded at the Delivery Location. The Customer shall be responsible for all unloading of the Goods from the delivery vehicle at the Delivery Location and the Customer shall indemnify the Supplier against all liability arising from or related to such unloading.

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 Goods that is caused by a Force Majeure Event or unavailability of access to the Delivery Location 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 Goods.

4.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the unavailability of access to the Delivery Location 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 Goods.

4.5 If the Customer fails to collect or accept delivery of the Goods, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

4.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Goods should have been collected or the Supplier attempted to effect delivery; and

4.5.2 the Supplier shall store or procure storage of the Goods, as the case may be, until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.6 If ten (10) Business Days after the day on which the Goods should have been collected or the Supplier first attempted to effect delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.7 The Customer shall not be entitled to reject the Goods if up to and including 10% more or less than the quantity of Goods ordered is delivered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered. Any discrepancy between the quantity of Goods ordered and the quantity of Goods delivered must be notified in writing to the Supplier within five (5) Business Days of delivery.

4.8 The Supplier may deliver or procure delivery of the Goods 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.

4.9 Immediately on delivery the Customer shall:

4.9.1 inspect all Goods; and

4.9.2 inform the Supplier of any shortage or any defect apparent on normal visual inspection. The Customer shall check, complete and send to the Supplier immediately following delivery the Delivery Documents to confirm that all Goods are delivered and defect free or otherwise, as the case may be.

4.10 Completion of the Delivery Documents by the Customer or by the Customer's representatives confirms the Customer's agreement that the Customer has been given a reasonable opportunity to inspect the Goods and that the Goods have been inspected.

5. Quality

5.1 The Supplier warrants that on delivery the Goods shall:

5.1.1 conform with their description and any applicable Specification;

5.1.2 be free from material defects in design, material and workmanship; and

5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.2 Subject to clause 5.3, if:

5.2.1 the Customer gives notice in writing to the Supplier that some or all of the Goods do not comply with the warranty set out in clause 5.1:

5.2.1.1 in the case of a defect that is apparent on normal visual inspection, within five Business Days of delivery; and

5.2.1.2 in the case of any other defect during the warranty period and within a reasonable time of discovery;

5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and

5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business or such other location as the Supplier may direct at the Customer's cost, the Supplier shall, if it is satisfied that the Goods are defective, replace the defective Goods, or, where the Supplier determines that replacement is not reasonably practicable, refund the price of the defective Goods in full.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

5.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

5.3.3 the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;

5.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;

5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

5.3.6 the Goods differ from their description and/or Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

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

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. Title and Risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

6.2.1 the Goods; and

6.2.2 any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 hold the Goods on a fiduciary basis as the Supplier's bailee;

6.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

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

6.3.5 notify the Supplier immediately if it becomes subject to any of the events listed in clause 10.2; and

6.3.6 give the Supplier such information relating to the Goods as the Supplier may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 10.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, the Supplier or the Supplier's Representatives may enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Supply of Services

7.1 The Supplier shall provide the Services to the Customer in accordance with the Order in all material respects.

7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any 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:

8.1.1 ensure that the terms of the Order are complete and accurate; and

8.1.2 co-operate with the Supplier in all matters relating to the Goods and/or Services.

8.2 If the Supplier's performance of any of its obligations in respect of the Goods and/or Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):

8.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend

performance of its obligations 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;

8.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer's failure or delay to perform any of its obligations as set out in this clause 8.2; and

8.2.3 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. Price and Payment

9.1 The price of the Goods and/or Services shall be the price set out in the Order.

9.2 The Supplier may, by giving notice to the Customer at any time before delivery or the time for performance, increase the price of the Goods and/or Services to reflect any increase in the cost of the Goods and/or Services and/or the raw materials comprised in the Goods and/or Services that is due directly or indirectly to:

9.2.1 any request by the Customer to change the delivery date(s), quantities or types of Goods and/or Services ordered, or the Specification; or

9.2.2 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions or any request by the Customer to defer delivery or performance.

9.3 Unless the Supplier notifies the Customer otherwise and subject to clause 9.4, the price of the Goods is inclusive of the costs and charges of packaging, insurance and transport of the Goods.

9.4 Where Goods are to be exported outside the United Kingdom, the Customer is responsible for obtaining at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Supplier, the Customer shall make those licences and consents available to the Supplier prior to the relevant shipment.

9.5 The price of the Goods is exclusive of amounts in respect of value added tax ("VAT"). 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 Goods.

9.6 The Supplier may invoice the Customer for the Goods and/or Services on or at any time after receipt of the Order.

9.7 Where credit account facilities have been agreed with the Supplier the Customer shall pay the invoice in full and in cleared funds by the end of the month following the month of invoice or such other date as may be agreed by the Supplier in writing. Otherwise payment shall be due either with the Order or immediately upon collection or delivery of the Goods, as the Supplier shall specify. Payment shall be made by cheque payable to the Supplier or by direct payment to a bank account nominated in writing by the Supplier. Time of payment is of the essence.

9.8 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment ("due date") or exceeds any credit limit previously agreed with the Supplier, then:

9.8.1 the Supplier may suspend delivery of any Goods undelivered at the due date and/or suspend performance of any Services; and

9.8.2 the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Lloyds TSB Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due

date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

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 at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10. Customer's Insolvency or Incapacity

10.1 If the Customer becomes subject to any of the events listed in clause 10.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

10.2 For the purposes of clause 10.1, the relevant events are:

10.2.1 the Customer 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 within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

10.2.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

10.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

10.2.4 (being an individual) the Customer is the subject of a bankruptcy petition or order;

10.2.5 a creditor or encumbrancer of the Customer 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;

10.2.6 (being a company) 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 Customer;

10.2.7 (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

10.2.8 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is

appointed over the Customer's assets;

10.2.9 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2.1 to clause 10.2.8 (inclusive);

10.2.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;

10.2.11 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

10.2.12 (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

10.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11. Limitation of Liability

11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

11.1.2 fraud or fraudulent misrepresentation;

11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

11.1.4 defective products under the Consumer Protection Act 1987; or

11.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

11.2 Subject to clause 11.1:

11.2.1 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

11.2.2 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 price of the Goods and/or Services.

12. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

13. General

13.1 Assignment and Subcontracting

13.1.1 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.1.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

13.2 Notices

13.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.

13.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; 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 or e-mail, one Business Day after transmission.

13.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3 Severance

13.3.1 If any court or 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 to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

13.3.2 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.

13.4 Waiver

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. 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.

13.5 Third Party Rights

A person who is not a party to the Contract shall not have any rights under or in connection with it.

13.6 Variation

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

13.7 Governing Law and Jurisdiction

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 exclusive jurisdiction of the courts of England and Wales.

On behalf of (Company Name) Position

Signed

Print Name Date