Terms & Conditions

LUMAX Lighting is a trading name of LMXLED Ltd. These Terms & Conditions apply to every quotation, order, contract and supply of Goods and Services by LMXLED Ltd trading as LUMAX Lighting (the “Company”), unless otherwise agreed in writing by a Director. No Customer terms shall apply unless expressly accepted in writing by the Company.

1. INTERPRETATION

1.1. In these Conditions the following words shall have the meanings set out below:

1.1.1. “Conditions” means the standard terms and conditions of supply of Goods and / or Services set out in this document including the introduction.

1.1.2. “Contract” means the legally binding agreement between the Company and the Customer for the supply of Goods and/or Services, formed in accordance with these Conditions.

1.1.3. “Goods” means all LED lighting products, luminaires, LED strip lighting, drivers, emergency lighting products, controls, accessories, bespoke manufactured products, spare parts and associated equipment supplied by the Company.

1.1.4. “Intellectual Property Rights” means any patents, trademarks, service marks, registered designs, database rights, applications for any of the foregoing, copyrights, unregistered design rights, knowhow and any other similar protected rights in any other country.

1.1.5. “Order” means an order placed by you for the purchase of Goods.

1.1.6. “Price” means the price stated within the quotation, order acknowledgement or invoice, exclusive of VAT, carriage, customs duties and taxes unless expressly stated otherwise.

1.1.7. “Services” means the services or works described in the Order.

1.1.8. “Working Day” means any day other than a Saturday and Sunday but excluding bank and public holidays in England.

1.1.9. “Customer” means the individual, company or other legal entity purchasing Goods or Services from the Company.

2. ACCEPTANCE OF OUR CONDITIONS

2.1. All orders for Goods supplied by us or any of our subsidiary or related companies, as the case may be, are subject to these Conditions and the placing of an Order by you will constitute acceptance of these Conditions. You may copy these Conditions and store them for your future reference.

2.2. Where there is a conflict between these Conditions and any additional terms and conditions, rules and instructions, these Conditions shall apply unless expressly superseded by written terms issued or accepted by the Company.

3. APPLICATION OF TERMS AND BASIS OF SUPPLY

3.1. Subject to any variation agreed in writing by the Company, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or

conditions which you purport to apply under any purchase order, confirmation of order, specification or other document).

3.2. Orders may be placed by email, customer purchase order or written acceptance of a LUMAX Lighting quotation.

3.3. No terms or conditions endorsed on, delivered with, or contained in your purchase order, confirmation of order, specification or other document shall form part of the Contract simply because of such document being referred to in the Contract.

3.4. These Conditions apply to all our sales and any variations to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by one of our directors, the identity of whom from time to time is available from Companies House.

3.5. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract or in any confirmation email. Nothing in this Condition shall exclude or limit the Company's liability for fraud or fraudulent misrepresentation.

3.6. You shall ensure that the terms of your order and any applicable specification are complete and accurate.

3.7. All illustrations, descriptions, specifications, dimensions, weights and capacities listed on any Website, or in any catalogue, price list or other advertisement are intended merely to present a general idea of the Goods described and shall not form part of the Contract.

3.8. The Company reserves the right to decline any order or amend a quotation before a contract is formed. Orders may be accepted by the Company through email correspondence, written order acknowledgement, supply of Goods or commencement of order fulfilment.

4. TRADE CREDIT ACCOUNTS

4.1. If you wish to open a trade credit account, we will ask you to complete and sign an application for Customer Account form ("Application Form"). The proprietor(s), partner(s) or an authorised employee (if a limited company) must sign the Application Form.

4.2. Until an Application Form has been received and a credit account approved (in writing) by us, Orders will not be accepted onto the credit account until cleared funds have been received. We reserve the right, in our absolute discretion, to grant, refuse, or discontinue any credit facilities or reduce or suspend any credit limit at any time and demand immediate payment of all monies outstanding. The Customer shall immediately notify the Company of any material adverse change in its financial position which may affect its ability to meet payment obligations. Failure by the Customer to make payment in accordance with agreed payment terms shall entitle the Company to suspend further deliveries, withdraw credit facilities and require immediate payment of all outstanding sums.

4.3. Unless otherwise agreed by us in writing, sums due on a trade credit account are payable before the expiration of (30) calendar days following receipt of delivery of the Goods.

4.4. If you exceed any agreed credit limit, we may demand immediate payment of all amounts outstanding from you to us on any account.

5. PRODUCT VARIATIONS

5.1. The Company reserves the right to make reasonable modifications to the specification, design, materials or manufacturing process of the Goods where such changes do not materially affect the intended function, performance or compliance of the Goods. Where the Customer requests any variation to an accepted Order, the Company shall be entitled to adjust the price, delivery schedule and any other affected contractual terms accordingly. No variation shall be binding unless confirmed in writing by the Company.

6. PRICE AND PAYMENT

6.1. All payments are to be made to the Company's nominated bank details as contained on our invoices or other documentation issued from time to time.

6.2. Payments of the Order value shall be made in accordance with the payment terms stated in the accepted quotation, written order acknowledgement, confirmation email or invoice issued by the Company. Any additional charges incurred by the Company in receiving payment (including, but not limited to, credit card charges or bank transfer fees) shall be borne by the Customer.

6.3. The prices displayed on the Website and in any catalogue or price list are in pounds sterling (unless otherwise stated), are exclusive of VAT and other similar sales taxes, and do not include packaging and delivery charges. These will be added to the total amount payable by you and will be shown when you make an Order.

6.4. Where Goods are specially ordered from manufacturers, and a carriage charge is made by such manufacturers, we reserve the right to recover this charge from you in addition to any other charges. You will also pay any additional charges incurred because of delivery by any method you may request (but we shall be under no obligation to comply with any such request).

6.5. We may request a sum to be paid in advance. Any advance payment made by you at our request shall not constitute a deposit but an advance payment. Any advance payment is non- refundable in the event of you cancelling the Order, or us cancelling the Order because of your default or other situation caused by you.

6.6. Time for payment shall be of the essence.

6.7. No payment shall be deemed to have been received until funds have cleared in our nominated bank account.

6.8. If you pay to the incorrect account, we reserve the right to recover any foreign exchange losses and additional bank charges from you.

6.9. All payments are to be made free of bank charges incurred in your local country or currency where relevant. We reserve the right to recover any additional bank charges from you in these situations.

6.10. All payments payable by you under the Contract shall become due and payable immediately on its termination, despite any other provision.

6.11. You shall make all payments due under the Contract or otherwise in full without any deduction by way of set-off, counterclaim, discount, abatement or otherwise unless you have a valid court order requiring an amount equal to such deduction to be paid by you to us.

6.12. If you fail to pay us any sum due pursuant to the Contract, you will be liable to pay interest to us on such sum from the due date for payment and we, at our discretion, shall be entitled to either, at our discretion:

6.12.1. Exercise our statutory right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; or

6.12.2. Charge you interest on such sum from the due date for payment at the annual rate of 3% above the base rate of Bank of England from time to time accruing daily and compounded monthly until payment is made, whether before or after any judgment.

6.12.3. We may exercise this right in addition to any other rights we may have. In the event of termination, variation or suspension of a Contract on your instruction or by lack of instruction, the Price will be adjusted to reflect the additional costs incurred by us. Where a Price per unit has been quoted and you require a smaller number of units to be delivered than those quoted for, we reserve the right to adjust the Price per unit applicable

6.13. You will indemnify us against all costs, losses, damages, expenses, and liability including but not limited to all legal expenses and disbursements incurred by us in recovering, attempting to recover or taking advice in connection with the recovery of any amount which is due from you (whether or not recovery is successful) pursuant to these Conditions or otherwise.

7. DELIVERY & RISK

7.1. All goods are sold according to the latest published Incoterms.

7.2. We will advise you of all applicable delivery charges based on these Incoterms.

7.3. We will deliver the Goods to the address specified by you in your Order unless we have agreed to make them available for collection from a Local Trade Counter.

7.4. If you fail to take delivery of the Goods within 14 days of the date notified to you by us, or fail to provide any instructions or authorisations required to enable Goods to be delivered on time, the Goods will be deemed to have been delivered, and risk in the Goods will pass to you on the delivery date and (without prejudice to any other rights we may have) we may store the Goods until actual delivery or sale and charge you for all related costs and expenses (including, without limitation, transportation, handling, storage and insurance).

7.5. Any dates or times quoted by the Company for delivery of the Goods are estimates only and time shall not be of the essence unless expressly agreed otherwise in writing.

7.6. The Company shall not be liable for any delay in delivery caused by circumstances outside its reasonable control, including but not limited to carrier delays, customs delays, supplier delays, manufacturing delays, material shortages or other events beyond the Company’s reasonable control.

7.7. The Company shall be entitled to make deliveries in instalments and invoice each instalment separately.

7.8. Failure by us to deliver any one or more (but not all) instalments in accordance with these Conditions will not entitle you to treat the Contract as repudiated.

7.9. Risk of damage to or loss of the Goods shall pass to you:

7.9.1. At the time of us handing the Goods to a third party if you arrange for the Goods to be collected by a third-party carrier; or

7.9.2. At the time the Goods are unloaded by our carrier or agent where transportation is arranged by us.

7.10. You will provide all appropriate equipment and manual labour for off-loading and loading the Goods. Whether we or you arrange for the goods to be transported, the carrier shall be deemed to be your agent except for the purposes of sections 44, 45 and 46 of the Sales of Goods Act 1979.

7.11. Subject to Condition 12, we shall not replace any lost or damaged Goods after delivery.

7.12. The Customer shall inspect the Goods immediately upon delivery. Any visible shortage, transit damage or failure to comply with the Order shall be notified to the Company in writing within five (5) working days of delivery. Any defect not reasonably discoverable on inspection shall be notified promptly after discovery and shall remain subject to the applicable warranty terms.

7.13. The Customer shall notify the Company of any non-delivery of a whole consignment of Goods within seven (7) days of the due delivery date or receipt of an invoice for the Goods, whichever first occurs. Notwithstanding the receipt by the Company of any such notice, a clear signature on behalf of the Customer on a carrier's delivery advice sheet shall be deemed to signify receipt of the Goods indicated on the advice sheet. Qualifications to such a signature such as "unchecked" or "unseen" may be disregarded.

8. PACKAGING

8.1. The manner of packing and transportation of the Goods shall be at our discretion. No liability shall be accepted for failure to pack to any particular standard, or against any particular risk unless the requirement for such packing is specifically brought to our attention, accepted in writing by us and paid for by you.

8.2. We may impose additional charges in respect of packaging we use for transportation and delivery of the Goods. Any such charges will be added to the Order and will be shown when you make an Order. For the avoidance of doubt, you agree that such additional charges will be levied in respect of Goods which are despatched in crates, drums, cases, pallets or other similar packaging and may be levied at our discretion in the case of any other packaging.

8.3. Where we charge for packaging pursuant to Condition 8.1, unless otherwise specified by us, you will be entitled to a full credit for such additional charges, to be credited against subsequent invoices, so long as such packaging is returned undamaged to us carriage paid within 14 days of the date of the delivery of the Goods.

9. RETENTION OF TITLE

9.1. Ownership of the Goods will not pass to you until we have received in full (in cash or cleared funds) all sums due to us in respect of the Goods and all other sums which are, or which become due to us from you on any account. Until ownership passes, the Customer shall store the Goods separately from other goods, ensure they remain identifiable as property of the Company, maintain appropriate insurance cover and permit the Company to recover the Goods where payment has not been received.

9.2. Until ownership of the Goods has passed to you, you must:

9.2.1. Hold the Goods on a fiduciary basis as our bailee;

9.2.2. Store the Goods (at your own cost) separately from all other goods owned by you or any third party so that they are identifiable as our property and clearly labelled as such;

9.2.3. Not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

9.2.4. Maintain the Goods in satisfactory condition insured on our behalf for their full Price against all risks without any deductible to our reasonable satisfaction. On request you will produce evidence of the policy of insurance to us;

9.2.5. Hold any proceeds of such insurance on trust for us separately from any other money, and not pay the proceeds into an overdrawn bank account or allow any such bank account to become overdrawn; and

9.2.6. Allow us access at any reasonable time to enable us to inspect the Goods and verify that you have complied with your obligations under this Condition 9.

9.3. You may resell the Goods before ownership has passed to you provided such sale is:

9.3.1. In the ordinary course of your business at full market value and you will account to us accordingly; and

9.3.2. On your own behalf and you deal as principal when making such sale.

9.3.3. If we cannot determine which goods are the Goods, you will be deemed to have sold all Goods sold by us to you in the order in which they were invoiced to you.

9.4. We will be entitled to recover payment for the Goods notwithstanding that ownership of any Goods has not passed from us.

9.5. We may, while we are the owner of the Goods (and without prejudice to any other rights we may have under these Conditions), demand the immediate return of the Goods at any time, and you will forthwith comply with such demand and bear the expenses for such return.

9.6. If you fail to return the Goods in accordance with Condition 9.5, you will be deemed to grant to us (or our successors in title for the Goods) and our respective employees and agents an irrevocable licence to enter onto any premises where the Goods are or may be situated for the purpose of removing the Goods (the cost of doing so shall be borne by you) and to sell or otherwise deal with such Goods.

10. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Products, drawings, specifications, quotations, technical information, software, catalogues and documentation remain the exclusive property of the Company or its licensors. The Customer shall not copy, reproduce, reverse engineer or permit any third party to copy or manufacture Products based upon the Company’s designs without prior written consent.

11. WARRANTY

11.1 the Company warrants that its Products will be free from defects in materials and workmanship for the applicable warranty period stated on the quotation, order acknowledgement, datasheet or warranty document for the relevant Product. Where a

specific warranty period is not stated in writing, the standard warranty period shall be twelve (12) months from the invoice date, unless otherwise agreed in writing by the Company. The Company shall, at its sole discretion, repair or replace any Product proven to be defective under the applicable Limited Product Warranty. This warranty does not cover misuse, incorrect installation, modification, abuse, normal wear or external causes beyond the Company's control.

11.1.1. The Company may, at its discretion, transfer to the Customer the benefit of any warranty or guarantee given to the Company in respect of the Goods, if requested by the Customer and at the Customer's expense; or

11.1.2. The Company may, at its discretion, make and pursue any available claim under a manufacturer warranty or guarantee referred to in Condition 11.1.1, subject to the Customer paying reasonable costs and expenses incurred in pursuing the claim and providing any security reasonably required. Any proceeds recovered shall be accounted for to the Customer to the extent of its claim, after deducting costs not already paid.

11.2. The Goods are not sold by description or sample.

11.3. No warranty will be valid until we have received (in cash or cleared funds) all sums due to us in respect of the Goods and all other sums which are, or which become due to us from you on any account.

11.4. The LUMAX Lighting Limited Product Warranty issued by LMXLED Ltd forms part of the Contract where it has been provided or clearly identified and made available to the Customer before the Contract is formed. The applicable product or project warranty period shall be as stated in the relevant quotation, order acknowledgement, datasheet or agreed warranty document.

11.5. The remedies set out in this Clause shall constitute the Customer's sole and exclusive remedy in respect of any defect in the Goods, except where otherwise required by applicable law.

12. DAMAGE & SHORTAGES

12.1. The Customer shall inspect all deliveries immediately. Any transit damage, shortages or incorrect Products must be notified in writing within five (5) working days of delivery. Failure to do so may result in the claim being rejected where this prejudices investigation.

12.2. We will not have any liability for short delivery, loss or damage to Goods occurring prior to delivery or for non-delivery (even if caused by our negligence) unless claims to that effect are notified to us and our designated carriers within five (5) Working Days of delivery (in the case of damage or short delivery) or within seven (7) days of the due delivery date or our invoice or advice note, whichever first occurs (in the case of non-delivery). Goods received in a damaged or unsatisfactory condition must be signed for as such and the packaging and contents must be retained for inspection; failure to do so may invalidate the claim.

12.3. Subject to Condition 12.1, our total liability for short delivery, loss or damage to the Goods prior to delivery, or non-delivery of the Goods, shall be limited to (in each case at our discretion) repairing or replacing free of charge Goods within a reasonable time, or refunding the Price at the pro rata Contract rate.

13. RETURNS

13.1. Goods correctly supplied may not be returned without our written agreement.

14. LIMITATION OF LIABILITY

14.1. Nothing in these Terms and Conditions excludes or limits our liability:

14.1.1. For death or personal injury caused by our negligence; or

14.1.2. For fraud or fraudulent misrepresentation; or

14.1.3. In respect of any breach of the warranty as to title implied by section 12 of the Sale of Goods Act 1979; or

14.1.4. Under section 2 of the Consumer Protection Act 1987 to the extent that liability cannot be lawfully excluded under section 7 of the same Act; or

14.1.5. Any other liability that cannot be lawfully excluded.

14.2. By ordering the Goods, you acknowledge that the Company supplies products manufactured by or on behalf of LMXLED Ltd, including products manufactured to LMXLED Ltd's specifications. The Customer agrees that it is reasonable for the Company to limit its liability as set out in this Condition 14.

14.3. All warranties, conditions and other terms implied by statute or common law (save for the condition implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

14.4. Subject to Condition 14.1:

14.4.1. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the Contract shall not exceed, in respect of defective Goods, the unit Price paid for the relevant Goods and, in all other cases, the Price paid for the Goods.

14.4.2. We will not be liable for loss of use, loss of profit or anticipated profit, loss of business, loss of contracts, loss of overhead recovery, additional machining costs, loss of revenue or anticipated savings, damage to reputation or goodwill, product recall costs, business interruption costs or any indirect, special or consequential loss or damage, even if advised of the possibility of such loss.

14.4.3. The provisions of this Condition 14 shall survive the termination or expiry of the Contract.

15. TERMINATION

15.1. Either we or you may, without prejudice to any rights or remedies that we or you may have against the other party, terminate our obligations under a Contract with immediate effect or (in our case) suspend future deliveries if on giving the other party written notice the other fails to comply with any material obligation hereunder and such failure has not been remedied within ten (10) days of written notification from the party requiring remedy.

15.2. We may terminate our obligations under a Contract immediately if:

15.2.1. You fail to furnish us with any information or instructions required by us to fulfil any Order; or

15.2.2. You enter into any compromise or arrangement with your creditors, or if an order is made or an effective resolution is passed for your winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court,

or if a receiver, manager, administrative receiver or administrator is appointed in respect of the whole or any part of your undertaking or assets; or

15.2.3. You cease or threaten to cease to carry on your business; or

15.2.4. You are made bankrupt; or

15.2.5. You breach Condition 22.7 of these Conditions.

15.2.6. All outstanding sums shall be due immediately if the Contract is terminated by us for any reason detailed in this Condition 15.

15.2.7. Any terms and conditions which impliedly have effect after termination or expiry will continue to be enforceable notwithstanding termination or expiry.

16. THIRD PARTY CLAIMS AND INDEMNITY

16.1. You shall indemnify and keep us indemnified from and against any liability, penalty, costs, claims, damages, loss and/or expense incurred or suffered, whether or not foreseeable and howsoever arising:

16.1.1. As a result of incorporating property in the Goods; or applying any patent, registered or unregistered design, copyright, trademark, trade name or design to the Goods; in each case on your instructions, suggestions or specifications, or complying with any other instruction of yours relative to the Goods; and/or

16.1.2. In relation to any third-party claims arising out from the use, installation, or dealing by you in the Goods (irrespective of whether or not they involve our negligence), except because of our fraud or wilful default; and/or

16.1.3. As a result of your negligence, default or breach in respect of this or any other contract you may have with us. You shall notify us forthwith of any claim made or action brought or threatened alleging infringement of the rights of any third party. We shall have sole conduct of any proceedings or claim. You shall provide us with all assistance in connection therewith as we shall request.

17. CANCELLATION OF AN ORDER

17.1. Once an Order has been accepted by the Company, it may not be cancelled or amended without the prior written agreement of the Company. Where cancellation or amendment is accepted, the Customer shall indemnify the Company against all costs, losses, expenses and liabilities incurred up to the date of cancellation or amendment, including costs relating to materials, production, tooling, labour, transport and commitments made to third-party suppliers.

17.2. We reserve the right to charge a late cancellation fee if the project is cancelled or delayed within three (3) working days of scheduled works due to events outside of our control.

18. CERTIFICATION

18.1. If you require Goods from a quality assured source or certificates of conformity you must specify your requirements in writing at the time of placing the Order. Any certificate, declaration, test report or approval supplied by the Company shall apply only to the specific Goods, models, specifications and configurations expressly identified in that document.

19. SAMPLES

19.1. Any samples provided to you at your request must be returned to us in good condition

within ninety (90) days of receipt or such shorter period as we may specify. We reserve the right to charge the market value of all samples not so returned. Such market value will be the market value on the date when the sample was due to be returned.

19.2. Samples provided by us shall be subject to these Conditions together with any applicable additional terms and conditions, rules and instructions.

19.3. Goods are not sold by sample or description.

19.4. Unless otherwise agreed in writing, all prototype, bespoke or development samples remain the property of the Company and may be subject to separate design, tooling, testing or development charges.

20. EVENTS OUTSIDE OUR CONTROL

20.1. We shall not be liable to you or be deemed to be in breach of any Contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Contract if the delay or failure was due to any events outside of our reasonable control including without limitation a technical failure of the Internet, act of God, explosion, flood, fire, epidemic, accident, war, terrorism, sabotage, insurrection, civil disturbance, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, industrial actions or trade disputes (whether involving our employees or those of a third party), inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour.

21. CONFIDENTIALITY

21.1. The Customer shall keep confidential and shall not disclose to any third party (except as required by law or to its professional advisers, employees or contractors who need to know such information) any quotations, prices, technical information, drawings, specifications, product designs, commercial information or other confidential information supplied by the Company.

22. GENERAL

22.1. We may assign (or hold on trust) the Contract or any part of it to any person, firm or Company. We may subcontract the performance of some or all our obligations under the Contract.

22.2. You may not assign or hold on trust the Contract or any part of it.

22.3. No waiver by us of any breach of any Contract or these Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

22.4. An entity which is not expressly a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.

22.5. If any provision of these Conditions or the Contract is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the remainder of these Conditions and the Contract shall continue in full force and effect.

22.6. These Conditions and the Contract constitute the entire agreement between the parties relating to the supply of the Goods and supersede all previous quotations, negotiations, discussions, correspondence and agreements relating to the same subject matter.

22.7. You shall:

22.7.1. Comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Relevant Requirements”);

22.7.2. Not engage in an activity, practice or conduct which would constitute an offence under sections 1,2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

22.7.3. Comply with the Company’s anti-bribery policy in respect of which it has received a copy (“Relevant Policy”);

22.7.4. Have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policy and this Clause 22.7.

22.7.5. Promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this agreement.

22.8. Breach of Condition 22.7.5 by you shall be deemed a termination event pursuant to Condition 15.2 of these Terms.

22.9. For the purpose of Conditions 22.7 and 22.7.5, the meaning of "adequate procedures" shall have the meaning prescribed to those terms by the Bribery Act 2010 and any guidance issued under section 9 of that Act.

22.10. These Conditions and the Contract shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

23. ELECTRONIC COMMUNICATIONS

23.1. Any notice, quotation, order, acceptance, approval, instruction or other communication transmitted by email shall be deemed to be in writing and received on the Business Day on which it is sent, provided that no error or delivery failure notification is received by the sender.