

HILLSBOROUGH STEELSTOCKS LIMITED

TERMS AND CONDITIONS OF SALE

These Conditions set out the terms under which Hillsborough Steelstock Limited will provide services, goods and materials to the Buyer (as such terms are defined below). These Conditions will be supplemented from time to time by order confirmation forms setting out specific details relating to goods requested by the Buyer and, as so supplemented, will apply to the exclusion of any other terms and conditions including any which the Buyer may attempt to introduce.

To the extent that the Buyer is deemed to be a consumer (as defined by the Unfair Contract Terms Act 1977) then these Conditions will not affect the rights of the Buyer as a consumer and will apply to the extent that applicable law allows.

1. Definitions

In these Conditions, the following expressions will have the following meanings, unless inconsistent with the context:

"Agreement"	the agreement between Hillsborough Steelstock and the Buyer for the supply of Goods formed by these Conditions and Quotation(s)
"Business Day"	a day which is not a Saturday or Sunday or public or bank holiday in England and Wales
"Business Hours"	currently means 6am to 5pm on each Business Day but are subject to change entirely at the discretion of Hillsborough Steelstock
"Buyer"	means any person, body of persons, company or firm from whom Hillsborough Steelstock have received an order which Hillsborough Steelstock have accepted
"Conditions"	the conditions to be read in conjunction with the Quotation(s)
"Delivery Date"	means the date specified by Hillsborough Steelstock when the Goods are to be delivered
"Goods"	means the services, goods and materials which the Buyer agrees to buy from Hillsborough Steelstock
"Hillsborough Steelstock"	Hillsborough Steelstock Limited, registered in England (Company No.02409345), whose registered office is at Scapa Works, 2 Penistone Road North, Sheffield, South Yorkshire, S6 1LE
"Quotation"	the written or oral quotation or order confirmation form(s) submitted by Hillsborough Steelstock to the Buyer for the supply of Goods in response to the Buyer's order or request
"Price"	means the price for the Goods excluding carriage, packing, insurance and VAT
"Test Certificate"	means the quantity and quality mill test certificate detailing the technical tolerances, chemical characteristics, dimensions & tolerances and mechanical properties

2. Interpretation

2.1	The headings used in the Agreement are inserted for convenience only and are not intended to be part of nor to affect the meaning or interpretation of any of the Agreement.
2.2	In the Agreement the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require.
2.3	The expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture.
2.4	The word "us", "our" and "we" in the Agreement, these Conditions and any Quotation mean Hillsborough Steelstock Limited.
2.5	The words "you" and "your" in the Agreement, these Conditions and any Quotation mean you, the Buyer.
2.6	In the event of a conflict between any of these Conditions and any Quotation, the conflict will be resolved according to the following order of priority: these Conditions then the Quotation.
2.7	The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context.
2.8	The Agreement (as varied in accordance with its terms) forms the entire understanding of the parties in respect of the matter dealt within it and supersedes all previous agreements, understandings and negotiations between the parties.
2.9	Unless otherwise provided in this agreement the parties do not intend that any of the terms of the Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not party top it.
2.10	References in these Conditions to clauses means clauses of these Conditions. References in these Conditions to the provisions of statutes or statutory instruments are deemed to include those provisions as amended or substituted.

3. Conditions applicable

3.1	These Conditions shall apply to all contracts for the sale of Goods by Hillsborough Steelstock to the Buyers to the exclusion of all other items terms and conditions including any terms or conditions which the Buyer may attempt to apply under any purchase order, Quotation or similar document.
3.2	All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
3.3	Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
3.4	Any variations to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Hillsborough Steelstock.
4.1	The Buyer acknowledges that they will pay the Price quoted by cash or in cleared funds within 30 days of the invoice unless they have an approved credit account. Time for payment shall be the essence.
4.2	If the Buyer has an approved credit account, payment is due by the end of the month following the month of the Delivery Date unless otherwise agreed in writing.
4.3	Hillsborough Steelstock will only consider an application for a credit account subject to the satisfactory completion of an application for credit account ("Application Form").
4.4	By completing and returning the Application Form the Buyer:
4.4.1	consents to Hillsborough Steelstock carrying out credit referencing as they shall deem appropriate; and
4.4.2	accepts that all business transactions with Hillsborough Steelstock shall be in accordance with and subject to these Conditions.
4.5	Hillsborough Steelstock may in their absolute discretion decline any application for credit and shall not be required to give any reason for such decision.
4.6	Hillsborough Steelstock reserve the right to withdraw a credit account, reduce the credit limit or alter the due date for payment at any time without notice.
4.7	If the Buyer fails to pay Hillsborough Steelstock in accordance with these conditions:
4.7.1	any suspended or cancelled future deliveries;
4.7.2	may cancel any discount offered;
4.7.3	interest will be payable in accordance with clause 5.3

5. Price and payment

5.1	The Price shall be Hillsborough Steelstock's quoted price. The Price is exclusive of VAT which shall be due at the rate ruling on the date of Hillsborough Steelstock's invoice.
5.2	Interest on the Price and VAT shall be due within 30 days of the date of the invoice. Time for payment shall be of the essence.
5.3	Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above National Westminster Banks plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.
5.4	The Buyer has no right to set off any money they may claim from Hillsborough Steelstock against any amount owed to Hillsborough Steelstock.

6. Test Certificate

6.1	Hillsborough Steelstock shall not be required to supply Test Certificates unless the same are requested by the Buyer in their initial order or request.
6.2	Hillsborough Steelstock shall be entitled to charge a reasonable fee for any Test Certificates requested.

7. The Goods

7.1	The quantity and description of the Goods shall be as set out in Hillsborough Steelstock's Quotation.
7.2	The Goods shall be delivered in accordance with the description contained in Hillsborough Steelstock's specification and manufactured in accordance with all applicable British Standards which relate specifically to the Goods.
7.3	Hillsborough Steelstock may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.
7.4	Any contractual description of the Goods in Hillsborough Steelstock relates to the identity of the Goods but only if it relates to a central characteristic of the Goods or to a substantial ingredient in their identity.
7.5	The Buyer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:
7.5.1	such discrepancy in quantity shall not exceed 5%; and
7.5.2	the Price shall be adjusted pro rata to the discrepancy

8. Warranties and liability

8.1	Hillsborough Steelstock warrants that the Goods supplied will at the time of delivery correspond to the description given by them. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 as amended and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulations 3(1)) all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
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9. Delivery of the Goods

9.1	Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Buyer. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.
9.2	Hillsborough Steelstock shall not be liable for any loss or damage whatever due to failure by us to deliver the Goods (or any of them) promptly or at all. Notwithstanding that Hillsborough Steelstock may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods (at no cost to Hillsborough Steelstock) as if they had been delivered at any time within 3 months of the Delivery Date.
9.4	Hillsborough Steelstock may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.
9.5	The failure or refusal of the Buyer to take delivery or to pay or any one or more of the said instalments of the Goods on the due dates shall entitle Hillsborough Steelstock (at the sole option of Hillsborough Steelstock) to:
9.5.1	without notice to suspend further deliveries of the Goods pending payments by the Buyer; and/or
9.5.2	to treat this contract as repudiated by the Buyer.
9.6	If delivery of the Goods does not take place due to the fault of the Buyer or for reasons beyond the control of Hillsborough Steelstock, Hillsborough Steelstock may store the Goods at the Buyer's expense. In such circumstances Hillsborough Steelstock may deliver the Goods as soon as possible but have the right to sell such Goods after a period of 14 days storage. Hillsborough Steelstock may recover such costs of storage and insurance together with the costs of attempting to supply the Goods as well as the Price to have been charged to the Buyer (if unpaid) on the day of failed delivery from the proceeds of such sale. In the event that such costs referred to in this clause 9.6 exceed the proceeds of such sale, the Buyer agrees that Hillsborough Steelstock may recover any such excess directly from the Buyer.

10. Delivery Safety

10.1	Hillsborough Steelstock may decline to deliver the Goods if:
10.1.1	we believe or our carriers believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
10.1.2	the premises (or the access to them) are unsuitable for our vehicle.
10.2	If the Goods are undelivered due to the circumstances outlined in clause 10.1 the provisions of clause 9.6 will apply

11. Acceptance of the Goods

11.1	The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.
11.2	After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

12. Title and risk

12.1	The Goods shall be at the Buyer's risk as from delivery.
12.2	In spite of delivery having taken place, title to the Goods shall not pass from Hillsborough Steelstock until:
12.2.1	the Buyer shall have paid the Price plus VAT in full; and
12.2.2	no other sums whatever shall be due from the Buyer to Hillsborough Steelstock.
12.3	Until property in the Goods passes to the Buyer in accordance with clause 12.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for us. The Buyer shall not be liable for any loss or damage to the Goods (if no cost to Hillsborough Steelstock) separately from all other goods in its possession and marked in such a way that they are clearly identified as Hillsborough Steelstock's property.
12.4	Notwithstanding that the Goods (or any of them) remain the property of Hillsborough Steelstock the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of Hillsborough Steelstock. Any such sale or dealing shall be a sale or use of the Hillsborough Steelstock's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from Hillsborough Steelstock the entire proceeds of sale or otherwise of the Goods shall be held in trust for Hillsborough Steelstock and shall not be mixed with other money or paid into any overdraft bank account and shall be at all material times identified as Hillsborough Steelstock's money.
12.5	Hillsborough Steelstock shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from Hillsborough Steelstock.
12.6	Until such time as property in the Goods passes from Hillsborough Steelstock the Buyer shall upon request deliver up such the Goods as have not ceased to be in existence or resold to Hillsborough Steelstock. If the Buyer fails to do so Hillsborough Steelstock may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 12.4 shall cease.
12.7	The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of Hillsborough Steelstock. Without prejudice to the other rights of Hillsborough Steelstock, if the Buyer does so all sums whatever owing by the Buyer to Hillsborough Steelstock shall forthwith become due and payable.
12.8	The Buyer shall insure and keep insured the Goods to the full Price against all risks to the reasonable satisfaction of Hillsborough Steelstock until the date that property in the Goods passes from Hillsborough Steelstock, and shall whenever requested by Hillsborough Steelstock produce a copy of the policy of insurance. Without prejudice to the other rights of Hillsborough Steelstock, if the Buyer fails to do so all sums whatever owing by the Buyer to Hillsborough Steelstock shall forthwith become due and payable.
12.9	The Buyer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to the other rights of Hillsborough Steelstock, if the Buyer fails to do so all sums whatever owing by the Buyer to Hillsborough Steelstock shall forthwith become due and payable.

13. Inspection of Goods

13.1	If Hillsborough Steelstock agree that the Buyer may inspect the Goods before delivery Hillsborough Steelstock will notify the Buyer when such Goods are ready for inspection and/or testing.
13.2	The Buyer must inspect the Goods within 7 days of our notice and only at a time previously agreed by us.
13.3	Within 14 days of the Buyer's inspection, the Buyer must inform Hillsborough Steelstock if the Goods are not as specified in the Agreement/Quotation. If no such communication is made, the Buyer is deemed to accept the Goods as per the Agreement/Quotation.

14. Remedies of Buyer

14.1	Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by Hillsborough Steelstock to supply Goods which conform to the contract of sale.
14.2	Where the Buyer accepts or has been deemed to have accepted any Goods then Hillsborough Steelstock shall have no liability whatever to the Buyer in respect of those Goods.
14.3	Hillsborough Steelstock shall not be liable to the Buyer for late delivery or short delivery of the Goods.

15. Export Terms

15.1	The terms and conditions specified in this clause 15 shall apply to all export sales. In event of any conflict between this clause 15 and any other clauses contained in these Conditions, this clause 15 shall prevail.
15.2	Hillsborough Steelstock export Goods to the Buyer (from the United Kingdom) the latest version of the 'Incoterms' of the International Chamber of Commerce in force at the time of this Agreement are deemed to be incorporated into the Agreement.
15.3	The Incoterms are deemed to be as amended by these Conditions (read as a whole) to the extent that they are inconsistent with them.
15.4	The Buyer acknowledges that it is their sole responsibility for complying with legislation or regulation governing the importation of Goods into the country of destination and the payment of any duties and taxes and the Buyer warrants that prior to the shipment of any Goods all regulations governing the import of Goods into the particular country of destination will have been complied with and all consents as may be necessary to import the Goods have been obtained.
15.5	Unless otherwise agreed by Hillsborough Steelstock in writing or by reference to a particular Incoterm, title and risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery of the Goods to a carrier or other bailee or other custodian (whether named by the Buyer or not) for the purpose of transmission to the Buyer.
15.6	Any time periods given in these Conditions may be amended by Hillsborough Steelstock at its sole discretion in respect of this clause 15 having due regard to the particular circumstances of any export sale.
15.7	The Buyer hereby agrees that Hillsborough Steelstock shall not be obliged to give notice to the Buyer under Section 32(3) of the Sale of Goods Act 1979.
15.8	The Buyer acknowledges that it is their sole responsibility to arrange the testing and inspection of the Goods at the premises of Hillsborough Steelstock before shipment except where otherwise agreed in writing and clause 13 shall apply.
15.9	The Buyer acknowledges that they shall not be liable for any defect in the Goods which would be apparent on inspection unless a claim is made before shipment.
15.10	Unless otherwise specified the cost of packaging in the case of an export sale shall be included in the Price.
15.11	Hillsborough Steelstock shall not be liable for any damage to Goods during transit.
15.12	Payment of all amounts due to Hillsborough Steelstock shall be as stipulated in these Conditions unless otherwise agreed in writing between the parties.
15.13	In any circumstances where payment is not made in full, the Buyer shall not apply.
15.14	Save as provided for elsewhere in these Conditions Hillsborough Steelstock shall not be under any liability whether in contract, tort or otherwise in respect of defects in the Goods supplied or for any injury, damage or loss whatsoever resulting from such defects or from any work done in connection therewith, whether or not such injury, damage or loss arises as a result of Hillsborough Steelstock's negligence, provided always that Hillsborough Steelstock shall remain liable for any death or personal injury of or to persons caused by its own negligence or the negligence of those for whom it is vicariously liable. It is expressly agreed and stipulated between the parties that any Agreement relating to an export sale is to be governed and construed in accordance with English Law and any dispute arising in respect of such an Agreement shall be subject to the exclusive jurisdiction of the English Courts.

16. Payment Terms

16.1	The Price is payable to Hillsborough Steelstock subject to the following conditions:
16.1.1	any Price payable monthly or yearly will be paid in advance and will not be refundable in whole or part if the Agreement is terminated during the period to which the payment relates; and
16.1.2	any total sum for the fees set out in a Quotation is (unless stated in the Quotation to be a fixed and firm amount) an estimate of the fees only and not a fixed price quotation.
16.2	All sums payable to Hillsborough Steelstock under the Agreement must be paid in full with no set off or deduction.
16.3	Hillsborough Steelstock may at any time refer any dispute in relation to the Agreement to an independent reference agency (and make other credit enquiries from time to time), keep a record of that search and enquiries, and share that information with third parties. Hillsborough Steelstock may also make enquiries about the principle directors/proprietors of the Buyer with a credit reference agency in accordance with this clause and the provisions of clause 29.
16.4	Where the Buyer authorises payment of any Price by credit card then Hillsborough Steelstock may deduct other amounts becoming payable to it under the Agreement under that credit card without obtaining additional authorisation from the Buyer.

17. Confidential Information

17.1	Each party will (unless contract to law):
17.1.1	keep confidential all information obtained from the other under or in connection with the Agreement ("Information");
17.1.2	not disclose any information to any third party without the prior written consent of the other except to such persons and to such extent as may be strictly necessary for the performance of the Agreement;
17.1.3	not use any Information otherwise than for the purposes of the Agreement.
17.2	The provisions of clause 17.1 do not apply to Information which:
17.2.1	is or becomes public knowledge (otherwise than by breach of this clause); or
17.2.2	is in the possession of the party concerned without restriction as to its disclosure before receiving it from the disclosing party; or
17.2.3	is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
17.3	Nothing in this clause 17 prevents either party from disclosing any information for a proper purpose to a public authority or any regulatory body, or to a court of law in the United Kingdom or elsewhere in legal proceedings, or to its senior management, its auditors, bankers, lawyers or other professional advisers.
17.3	The provisions of this clause 17 will continue to apply notwithstanding termination of the Agreement.
17.4	The Buyer, by entering into the Agreement, consents to Hillsborough Steelstock sending to the Buyer by whatever means Hillsborough Steelstock deem appropriate (whether by email or otherwise) information concerning new products and other services that Hillsborough Steelstock may from time to time offer.

18. Liability

18.1	The provisions of this clause 18 and the provisions of clause 7 and 9 set out the entire liability of Hillsborough Steelstock (including any liability for the acts or omissions of its consultants, employees, agents and authorised representatives) to the Buyer in respect of:
18.1.1	any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.
18.2	Nothing in the Agreement excludes or limits the liability of Hillsborough Steelstock for death or personal injury caused by the negligence of Hillsborough Steelstock, fraud or a breach of section 12 of the Sale of Goods Act 1979.
18.3	Subject to clause 18.2 the entire liability of Hillsborough Steelstock in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Agreement is limited to the replacement value of any Goods which fail to comply with the Agreement or a refund of any money paid by the Buyer in respect of any rejected Goods not replaced by Hillsborough Steelstock.
18.4	Hillsborough Steelstock will not be liable to the Buyer in contract, tort, misrepresentation or otherwise (including negligence), for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, or for any loss of profit, loss of business, loss of contract, depletion or goodwill or otherwise (whether direct or indirect), and whether or not caused by the negligence of Hillsborough Steelstock or its employees, agents or authorised representatives, which arises out of or in connection with the Agreement.
18.5	The Buyer acknowledges that the allocation of risk in the Agreement reflects the price paid for the Goods and that it is not within the control of Hillsborough Steelstock how or for what purposes they are used.

19. Buyer Indemnity

19.1	The Buyer will fully indemnify and keep Hillsborough Steelstock and its officers, partners, employees and agents fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including legal fees) whatsoever incurred by it and arising from any of the following:
19.1.1	the Buyer's breach of the Agreement, negligence or other default;
19.1.2	the Buyer's use or misuse of the Goods

20. Force Majeure

20.1	Neither party is under any liability to the other party in respect of anything which, apart from this provision, may constitute a breach of the Agreement or breach of any contract, or which means, in relation to either party, circumstances beyond the reasonable control of that party including acts of God, acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, fire, network failure, systems fault, explosion, flood, epidemic, lock outs (whether or not by that party), strikes and other industrial disputes (in each case, whether or not relating to that party's work force), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions, to the extent outside of its reasonable control.
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21. Termination

21.1	Without prejudice to the remaining provisions of this clause 21 and any other rights and remedies available to Hillsborough Steelstock, Hillsborough Steelstock may immediately terminate the Agreement (or all or part of it) by notice in writing to the Buyer if the Buyer fails to pay to Hillsborough Steelstock any sum due under the Agreement on the due date for payment.
21.2	Either party may terminate the Agreement (or, at its option, any part of it) forthwith by notice in writing to the other if the other party:
21.2.1	is in material breach of the Agreement and fails (within the breach is capable of remedy) to remedy the breach within 30 days of the receipt of a request in writing to remedy the breach, such request setting out the breach and indicating that failure to remedy the breach may result in termination of the Agreement;
21.2.2	becomes the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986;
21.2.3	proposes to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
21.2.4	has a receiver, manager, administrator or administrative receiver appointed over all or any parts of its undertaking, assets or income, has passed a resolved winding-up, or has a petition presented to any court for its winding-up or for an administration order, or
21.2.5	has ceased or threatened to cease to trade.

22. Consequences of Termination

22.1	Termination of the Agreement is without prejudice to the rights and duties of either party accrued to termination.
22.2	The clauses of the Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
22.3	Upon termination of the Agreement, the Buyer will forthwith pay all outstanding invoices raised by Hillsborough Steelstock pursuant to the Agreement and pay for all work in progress not previously paid for on a reasonable pro-rata basis (subject to receipt of an invoice for the same from Hillsborough Steelstock).

23. Severability

23.1	The illegality, invalidity or unenforceability of any provision of the Agreement will not affect the legality, validity or enforceability of the remainder. If any such provision is found by any court or competent authority to be illegal, invalid, or unenforceable, the parties agree that they will substitute provisions in a form as similar to the offending provisions as is possible without thereby rendering them illegal, invalid or unenforceable.
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24. Waiver

24.1	The failure or delay by either party in exercising any right, power or remedy of that party under the Agreement will not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by either party of any right, power or remedy under the Agreement will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy.
24.2	Any waiver by either party of a breach of or default under any of the terms of the Agreement by the other party is not deemed a waiver of any subsequent breach or default and in no way affects the other terms of the Agreement.

25. Assignment and Subcontracting

25.1	The Buyer may not assign the benefit or delegate the burden of the Agreement nor sub-license any of its rights under the Agreement (including to an associated company) without the prior written consent of Hillsborough Steelstock. Any consent provided by Hillsborough Steelstock under this clause is given on condition that the assignee or licensee, as the case may be, agrees to comply with the terms of the Agreement as if they were the Buyer. Hillsborough Steelstock may sub-contract or assign any or all of its rights and obligations under the Agreement.
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26. Amendments

26.1	No variation or amendment to the Agreement (including any Quotation) is effective unless agreed in writing and signed by an authorised representative of Hillsborough Steelstock.
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27. Relationship of the Parties

27.1	Nothing in the provisions of this Agreement shall be deemed to constitute a partnership between the parties and neither party shall be responsible for any act or omission of the other or have the right or authority to bind the other in any way.
27.2	Nothing in this Agreement shall confer any rights on any person pursuant to the Contract (Rights of Third Parties) Act 1999.

28. Notices

28.1	Any notice to be given or made by either party under or in connection with the Agreement must be in writing and given or made to the other party at its address stated in any Quotation, Application Form or Agreement or to such other address as either party may from time to time notify to the other. Every notice, if so addressed, is deemed to have been duly given or made, if delivered by hand, upon delivery at the address of the relevant party, if sent by prepaid first class post, two Business Days after the date of posting and if transmitted by facsimile, at the time of transmission (provided a confirmatory letter is sent by prepaid first class post) provided that, where, in accordance with the above provisions, any notice would otherwise be deemed to be given or made on a day which is not a Business Day or after 4.00p.m. on a Business Day, such notice shall be deemed to be given or made at 9.00a.m. on the next Business Day. Hillsborough Steelstock may additionally serve notice on the Buyer under or in connection with the Agreement by email to the Buyer by sending an email to the contract email address stated on the Quotation or Application Form.
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29. Data Protection

29.1	For the avoidance of doubt, the Buyer, by entering into an Agreement and/or by completing an Application Form, consents to Hillsborough Steelstock using and disclosing personal information about the Buyer to third parties for the purpose of:
29.1.1	supplying Goods and/or services to the Buyer;
29.1.2	processing invoices and statements;
29.1.3	setting up a credit account;
29.1.4	managing the Buyer's credit account;
29.1.5	development, research, and marketing of Hillsborough Steelstock's business; and
29.1.6	for any other purpose as Hillsborough Steelstock deems necessary.
29.2	In respect of any of the Buyer's personal data held by Hillsborough Steelstock, Hillsborough Steelstock agree to comply with the provisions of the Data Protection Act 1996.

30. Law and Jurisdiction

30.1	The construction, performance and validity of the Agreement will be governed by English Law and the English Courts have jurisdiction to settle any disputes which may arise out of or in connection with it.
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