

Business to Business terms & conditions

1. Just 1 Source & Supply Ltd Conditions Apply

1.1 Unless otherwise specifically agreed in writing by Just 1 Source & Supply Limited ("Just 1"), all quotations and contracts for the supply of goods by Just 1 are made upon these Conditions of Sale ("the Conditions") which shall at all times override any terms and conditions which the purchaser of such goods ("the Purchaser") imposes or seeks to impose. "The Contract" means any contract made between the parties that incorporate the Conditions.

1.2 No terms or conditions endorsed on delivered or contained in the Purchaser's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

1.3 Delivery of any goods following a quotation for supply made by Just 1 will be made only upon the Conditions. Orders are accepted subject to the Conditions.

1.4 Any variation must be approved by an authorised Just 1 employee and be in writing. Any quotation or estimate is given subject to the Conditions.

2. Payment Terms

2.1 Terms of payment are 30 days from the date of invoice and in default Just 1 shall be entitled without notice to the Purchaser (even if the Purchaser has a contract with a third party) to:

2.1.1 terminate any outstanding order or quotation;

2.1.2 withhold and/or suspend supplies; or

2.1.3 reduce the Purchaser's credit limit.

2.2 Just 1 shall also be entitled, at its discretion, to receive payment of any and all monies in respect of goods supplied whether these monies would ordinarily be due for payment at that time or not.

2.3 In addition, Just 1 shall be entitled to claim interest on late payments pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. The Purchaser shall pay the interest together with the overdue amount and the Purchaser will indemnify Just 1 in respect of all costs incurred by Just 1 in recovering payment, including the cost of instructing solicitors.

2.4 No payment shall be deemed to have been received until Just 1 has received cleared funds. Time of payment is of the essence.

2.5 In the event that the Purchaser tenders payment by cheque and the cheque is subsequently returned by the Purchaser's bankers unpaid, the Purchaser will also indemnify Just 1 in respect of all resulting bank charges incurred by Just 1.

2.6 The Purchaser shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Purchaser has a valid court order requiring an amount equal to such deduction to be paid by Just 1 to the Purchaser.

2.7 Just 1 reserves the right to set off, deduct or discount any amounts due from Just 1 under any other arrangement with the Purchaser against any monies due to Just 1 under this Contract.

3. Prices

3.1 All prices displayed in both Just 1's printed and online publications are subject to VAT where applicable.

3.2 Prices are correct at time of issue and are subject to change without prior notice.

3.3 The price charged to the Purchaser will be the prevailing price at the time of ordering.

4. Retention of Title

4.1 Risk in the goods supplied shall pass to the Purchaser on delivery. Title in such goods shall not pass to the Purchaser until Just 1 has received payment in full in cleared funds for such goods and any other goods supplied by Just 1 to the Purchaser for which payment is then due.

4.2 Until title to the goods passes, the Purchaser shall hold the goods on a fiduciary basis as Just 1's bailee and shall keep them properly protected, insured, clearly identified and stored separately from any other goods (whether or not supplied by Just 1). The Purchaser shall not destroy any identifying mark on packaging in the goods. The purchaser shall notify Just 1 immediately if it becomes subject to any of the events listed in Condition 12. The Purchaser may resell or use the Goods in the ordinary course of its business. If before title to the goods passes to the Purchaser, the Purchaser becomes subject to any of the events listed in Condition 12, or Just 1 reasonably believes that any such event is about to happen and notifies the Purchaser accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Just 1 may have, Just 1 may at any time require the Purchaser to deliver up the goods and if the Purchaser fails to do so promptly, enter any premises of the Purchaser or of any third party where the goods are stored in order to recover them.

5. Delivery

5.1 Terms and conditions for delivery are only applicable in the UK. For delivery outside the UK please contact Just 1's export department.

5.2 Unless otherwise agreed delivery of the goods shall take place at the Purchaser's place of business.

5.3 Where Just 1 makes delivery of the goods to the Purchaser's place of business or any other place as agreed in writing, all charges in relation to carriage, including, without limitation transport costs, insurance and unloading, will at Just 1's option, be borne by the Purchaser.

5.4 Delivery of the goods shall be completed on the goods arrival at the Purchaser's place of business.

5.5 If the Purchaser does not accept delivery of any of the goods when they are ready for delivery then the goods will be deemed to have been delivered, risk passing to the Purchaser (including for loss or damage caused by Just 1's negligence) and Just 1 may:

5.5.1 store the goods until delivery takes place, and charge the Purchaser for all related costs and expenses (including without limitation storage and insurance); or

5.5.2 sell the goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Purchaser for any shortfall below the Contract price.

5.6 Any dates specified by Just 1 for delivery of the goods are intended to be an estimate and time of delivery shall not be made of the essence by notice. If no dates are specified, delivery shall be within a reasonable time. Just 1 shall not be liable for any delay in delivery of the goods that is caused by an event of force majeure or the Purchaser's failure to provide Just 1 with adequate delivery instructions that are relevant to the supply of the goods.

5.7 Just 1 reserves the right to deliver in instalments and any failure to deliver one instalment will not entitle the Purchaser to terminate the contract.

5.8 The quantity of any consignment of goods recorded by Just 1 upon dispatch from Just 1's place of business shall be conclusive evidence of the quantity received by the Purchaser unless they can provide conclusive evidence proving the contrary.

5.9 Claims for shortages or damaged goods must be made in writing to Just 1 within 3 days of receipt of the goods.

5.10 Claims for non delivery must be made to Just 1 within 10 days of dispatch shown on invoice.

6. Returns

6.1 Notwithstanding any other provision in the Contract, Just 1 may at its option allow the Purchaser to return the goods upon the following conditions:

6.1.1 that the relevant goods are non-faulty;

6.1.2 that the relevant goods are goods that are ordinarily held in stock at one of Just 1's locations;

6.1.3 that the Purchaser notifies Just 1 within 10 days of delivery of its intention to return the goods;

6.1.4 that the goods are returned to Just 1 within 15 days of delivery;

6.1.5 Just 1 and the Purchaser shall agree whether the goods shall be delivered by the Purchaser to Just 1 or collected by Just 1 from the Purchaser;

6.1.6 that the goods are undamaged, in the original packaging, with all trademarks or other labelling intact and fully suitable for re-sale;

6.1.7 the Purchaser agrees to pay Just 1 a 20% handling fee against the return of non-faulty standard goods.

6.2 Notwithstanding any other provision in the Contract, Just 1 may from time to time at its sole option accept the return of non standard, non faulty goods upon separate rates, terms and conditions, to be agreed with the Purchaser in advance of any such return. Non standard goods are goods which are not ordinarily held in stock at one of Just 1's locations.

7. Quality

7.1 Just 1 warrants that upon delivery the goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

7.2 Subject to Condition 7.3, if:

7.2.1 the Purchaser notifies Just 1 of the alleged defect within 3 days of the time when the Purchaser discovers or ought to have discovered the defect;

7.2.2 complies with any reasonable requestor instruction from Just 1;

7.2.3 affords Just 1 a reasonable opportunity to inspect that relevant goods.

7.2.4 allows Just 1 to collect the relevant goods. Just 1 shall, at its option, replace the defective goods, or issue a credit note in respect of the defective goods.

7.3 Just 1 shall have no liability under the warranty in this Condition in any of the following events:

7.3.1 any defect arising from wilful damage, negligence, abnormal storage conditions,

7.3.2 failure to follow Just 1's to the manufacturers instructions whichever is appropriate (whether oral or in writing);

7.3.3 if the total price for the goods has not been paid by the due date for payment;

7.3.4 in respect of any type of defect or damage specifically excluded by Just 1 by notice in writing; or

7.3.5 if the Purchaser makes any further use of the goods after giving notice in accordance with this Condition.

7.4 Except as provided in this Condition 7, Just 1 shall have no further liability to the Purchaser in respect of the goods' failure to comply with the warranty set out in Condition 0.

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

7.6 These Conditions shall apply to any repaired to replacement goods supplied by Just 1.

8. Liability

8.1 Nothing in the Conditions excludes or limits the liability of Just 1 for death or personal injury caused by Just 1's negligence, or for fraudulent misinterpretation, or for fraud or under section 2(3), Consumer Protection Act 1987 or for any matter which it would be illegal for Just 1 to exclude or attempt to exclude its liability.

8.2 Subject to Condition 0, Just 1 will not be liable to the Purchaser 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 (including any losses that may result from a deliberate breach of the Contract by Just 1, its employees, agents or sub contractors)

8.3 Just 1's total liability to the Purchaser in respect of all other losses caused by a deliberate breach of the Contract by Just 1, its employees, agents or sub contractors shall not exceed the value of the Contract.

9. Services

9.1 Any services which are subject to a separate fee and are to be performed by Just 1 under the Contract are performed in accordance with Just 1's terms and conditions of service. A copy of the terms and conditions are available upon request.

10. Safety and Product Recalls

10.1 The Purchaser shall comply at all times with the written instructions and all written guidelines issued from time to time attached to the goods concerning their storage and use and the Purchaser shall refer its employees and its customers to such instructions and guidelines.

10.2 The Purchaser should satisfy itself that the persons responsible for the storage and use of any goods supplied by Just 1 have all the information required on health and safety and Just 1 shall not be liable to the Purchaser in any civil proceedings brought by the Purchaser against Just 1 in respect of a breach of the user instructions or any applicable health and safety legislation or any regulations, orders or directions made pursuant to such health and safety legislation in force from time to time or under any directive, regulation, order or other instrument relating to health and safety where such exclusion of liability is permitted by law.

10.3 The Purchaser shall keep Just 1 properly informed of all complaints concerning the goods and shall comply with any directions of Just 1 in any issues, proceedings or negotiations relating to such complaint.

10.4 In the event of any recall of the goods by Just 1 the Purchaser shall co-operate fully and promptly with any steps taken by Just 1 under the Condition below.

10.5 Just 1 may at its discretion recall any goods already sold by Just 1 to the Purchaser, (whether for a refund or credit or for replacement of the goods which shall in each case be undertaken by Just 1) and/or issue any written or other notification to the Purchaser about the manner of use of any goods already sold by Just 1 to the Purchaser. The Purchaser agrees to give all reasonable assistance to Just 1 or the manufacturer in resisting any claim which may arise under any recall of product by Just 1 or the manufacturer of such product.

11. Force Majeure

11.1 Just 1 reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the goods ordered by the Purchaser (without liability to the Purchaser) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Just 1 including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, armed conflict, malicious damage, fire, explosion, flood, epidemic, nuclear, chemical or biological contamination, sonic boom, collapse of building structures, loss at sea, natural disaster, extreme adverse weather conditions, failure of energy, break down of plant or machinery lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 180 days, the Purchaser shall be entitled to give notice in writing to Just 1 to terminate the Contract.

12. Termination

12.1 Just 1 may, as it thinks fit, (without prejudice to any other rights or remedies it may have against the Purchaser) immediately suspend further performance of the Contract or cancel delivery of the goods or stop any goods in transit or by notice in writing to the Purchaser terminate the Contract without liability to Just 1 if:

12.1.1 the Purchaser commits a material breach of any of its obligations under the Contract which is incapable of remedy;

12.1.2 the Purchaser fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by Just 1 to remedy or desist from such breach within a period of 14 days;

12.1.3 any distress execution or diligence is levied upon any of the Purchaser's goods or property and is not paid out within 7 days of it being levied;

12.1.4 the Purchaser (being a partnership) or the Purchaser's partner offers to make any arrangements with or for the benefit of the creditors of the Purchaser or the Purchaser's partner generally or there is presented in relation to the Purchaser or the Purchaser's partner a petition of bankruptcy;

12.1.5 the Purchaser (being a limited company) is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Purchaser calls a meeting for the purpose of passing a resolution to wind up its company or such a resolution is passed or the Purchaser presents or has presented a petition to wind up or present or have presented a petition or appoint an administrator or have an administrative receiver or receiver appointed to the whole or any part of the Purchaser's business, undertaking, property or assets;

12.1.6 the Purchaser ceases, or threatens to cease, to carry on business;

12.1.7 a secured lender to the Purchaser takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security.

12.2 Notwithstanding any such termination or suspension in accordance with the above the Purchaser shall pay Just 1 at the Contract rate all payments subsisting at the time of termination.

13. Product Information

13.1 Just 1 has made every effort to ensure that details and information given in both our printed and online publications are accurate at the time of issue but Just 1 gives no guarantees as to the accuracy or completeness of such information. Full technical specifications are not necessarily included and furthermore, Just 1's policy is one of continuous improvement and the right is reserved to alter details and information at any time as the need arises.

13.2 Accordingly, the Purchaser should check any details and information they wish to rely on with Just 1 at the time of purchase. Just 1 accepts no liability in respect of any errors or omissions herein contained or for any loss or damage, malfunction or consequential loss arising from reliance upon our publications.

14. Disclaimer

14.1 Any products shown in our printed and online publications do not represent endorsement by Just 1 of any other products, services or organisations and shall not form part of the Contract.

15. Colour Reproduction

15.1 The colour reproductions of the garments featured in both our printed and online publications are as accurate as the printing or electronic process will allow.

16. Data Protection

16.1 Just 1 will at all times comply with its obligations under the Data Protection Act 1998.

16.2 Just 1 may monitor and record telephone calls for the following purposes:

16.2.1 training;

16.2.2 quality control; and

16.2.3 to confirm verbal instructions.

16.3 Just 1 has and maintains privacy policies in respect of its website and its business activities generally. Hard copies are available on request.

17. Assignment

17.1 The Purchaser shall not be entitled to assign the Contract or any part of it without the prior written consent of Just 1.

17.2 Just 1 may assign the Contract or any part of it to any person, firm or company.

18. General

18.1 Each right or remedy of Just 1 under the Contract is without prejudice to any other right or remedy of Just 1 whether under the Contract or not.

18.2 Each party agrees to keep secret and confidential all information obtained or disclosed as a result of the relationship of the parties under the Contract.

18.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

18.4 Failure or delay by Just 1 in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

18.5 Any waiver by Just 1 of any breach of, or any default under, any provision of the Contract by the Purchaser will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

18.6 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

18.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

19. All Rights Reserved

19.1 No part of any Just 1 publication may be reproduced or transmitted in any form or by any means including photocopying and recording, without the written permission of the copyright holder, application for which should be addressed to the publisher.

19.2 Such written permission must be obtained before any part of this publication is stored in a retrieval system of any nature.

19.3 All prices are subject to VAT. All prices are subject to alteration without notice. Just 1 reserve the right to amend the Conditions which are subject to confirmation at the time of application.

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Important Legal Notice

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1. Introduction

1.1 You may access most areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register.

1.2 By accessing any part of this Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave this Website immediately.

1.3 The Company may revise this legal notice at any time by updating this posting. You should check this Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at this Website.

2. Licence

2.1 You are permitted to print and download extracts from this Website for your own use on the following basis:

- a. no documents or related graphics on this Website are modified in any way;
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- c. the Company's copyright and trade mark notices and this permission notice appear in all copies.

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2.3 Subject to paragraph 2.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.

2.4 Any rights not expressly granted in these terms are reserved.

3. Service Access

3.1 While the Company endeavours to ensure that this Website is normally available 24 hours a day, the Company shall not be liable if for any reason this Website is unavailable at any time or for any period.

3.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

4. Visitor Material and Conduct

4.1 Other than personally identifiable information, which is covered under the [Privacy Policy](#), any material you transmit or post to this Website shall be considered non-confidential and non-proprietary. The Company shall have no obligations with respect to such material. The Company and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

4.2 You are prohibited from posting or transmitting to or from this Website any material:

- a. that is inaccurate, threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, likely to deceive any person, in breach of privacy, which may cause annoyance or inconvenience; or give the impression that it emanate from the Company, if this is not the case; or
- b. for which you have not obtained all necessary licences and/or approvals; or
- c. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
- d. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.3 You may not misuse the Website (including, without limitation, by hacking). You must not attempt to gain unauthorised access to the Website, the server on which the website is stored or any server on

which the website is stored or any server, computer or database connected to the website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack. The Company will not be liable for any loss or damage caused by a distributed denial-of-service attack, virus or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or any website linked to it.

4.4 By breaching paragraph 4.3, you would commit a criminal offence under the Computer Misuse Act 1990. The Company will report any such breach to the relevant law enforcement authorities and the Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of paragraph 4.2 or paragraph 4.3.

4.5 The Company shall not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user.

4.6 The Company has the right to remove any material or posting you make on the Website if, in the Company's opinion, such material does not comply with the content standards set out in paragraph 4.2.

5. Links to and from other Websites

5.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

5.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

- a. you do not remove, distort or otherwise alter the size or appearance of Just 1 logo;
- b. you do not create a frame or any other browser or border environment around this Website;
- c. you do not in any way imply that the Company is endorsing any products or services other than its own;
- d. you do not misrepresent your relationship with the Company nor present any other false information about the Company;
- e. you do not otherwise use any trade marks displayed on this Website without express written permission from the Company;
- f. you do not link from a website that is not owned by you; and
- g. your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

5.3 The Company expressly reserves the right to revoke the right granted in paragraph 5.2 for breach of these terms and to take any action it deems appropriate.

5.4 You shall fully indemnify the Company for any loss or damage suffered by the Company or any of its group companies for breach of paragraph 5.2.

6. Registration

6.1 Each registration is for a single user only. The Company does not permit you to share your user name and password with any other person nor with multiple users on a network.

6.2 Responsibility for the security of any passwords issued rests with you.

6.3 The Company has the right to disable any password whether chosen by you or allocated by the Company, at anytime, if in the Company's opinion you have failed to comply with any of the provisions of this Legal Notice.

7. Disclaimer

7.1 While the Company endeavours to ensure that the information on this Website is correct, the Company does not warrant the accuracy and completeness of the material on this Website. The Company may make changes to the material on this Website, or to the products and prices described in

it, at any time without notice. The material on this Website may be out of date, and the Company makes no commitment to update such material.

7.2 The material on this Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with this Website on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Website.

8. Liability

8.1 The material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, the Company, other members of the Company's group of Companies and third parties connected to us hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

8.2 Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, or results of the use of the Website, any websites linked to it and any materials posted on it, including: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of goodwill; wasted management or office time; and whether caused by tort (including negligence), breach of contract or otherwise, even foreseeable, provided that this section 8 shall not prevent claims for loss or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories contained in the paragraph 8.2

8.3 Nothing in this legal notice shall exclude or limit the Company's liability for:

- a. death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or
- b. fraud; or
- c. misrepresentation as to a fundamental matter; or
- d. any liability which cannot be excluded or limited under applicable law.

8.4 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

9. Governing Law and Jurisdiction

9.1 This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.