

MAY 2026

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

OF DEXRAIL LIMITED

Your attention is drawn in particular to the provisions of clause 13 (limitation of liability).

These Conditions apply to the Contract between you and us to the exclusion of any other terms (including any terms that you purport to apply under any Order, offer or otherwise), save as may apply pursuant to clause 2.4 below.

BACKGROUND AND INFORMATION ABOUT US

Each subsidiary of Dextra Group Plc (co no 01380089) has or may have separate Terms and Conditions of sale with you as part of the Contract. Please see below for full details. Unless separate Terms and Conditions of the relevant company have been agreed in writing with you, these Conditions shall apply and shall be part of the Contract (as defined below) covering any goods, work or services provided by us, the Supplier, whether directly or through any of our sub-contractors, as provided at clause 17.

The Supplier as detailed below shall be the Company with whom you contract pursuant to the Contract and shall be referred to as the Supplier or as “we”, “us”, “our” in these Conditions.

Our further details are set out in Schedule 1.

All our luminaires are manufactured in compliance with applicable law. Luminaires are not intended for use in all applications and environments, please seek advice from our **Sales Department** to ensure suitability for your installation prior to order placement.

Our product ranges are subject to continuous development and improvement, products may be subject to change without prior notice and any information shown on our website does not form a part of any contract.

All warranty details are subject to these Conditions and (in relation to Goods not being installed by us as part of the Contract) are only applicable where the Goods are installed within the correct environment in accordance with our guidelines and all applicable regulations and standards.

Our **Customer Services Department** is always on hand to advise should you have any queries, please contact us if in any doubt as to the suitability of your Goods selection as we cannot be held liable for incorrect product usage.

Dextra Group plc guarantees the liabilities of all its subsidiary companies, however if any claim is to be made, it must be registered with the respective subsidiary (the Supplier) in the first instance.

1. Interpretation

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 8.30 am to 5.00 pm on any Business Day.

Charges: the charges payable by you for the supply of the Goods and / or Services in accordance with clause 11, the relevant sales Order and as may otherwise be provided in the Contract.

Conditions: the terms and conditions set out in this document as amended from time to time.

Contract: means the contract between us and you for the sale and purchase of the Goods and/or Services in accordance with these Conditions (which includes the Background and Information section above) including any applicable sales Order and the terms of the Warranty.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Customer Default: has the meaning set out in clause 9.2.

Customer Services Department: the customer services department of the Supplier which can be contacted via telephone on 01747 858100 or email on customerservices@dextragroup.co.uk

Delivery Location: has the meaning given in clause 5.2.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order and/ or any replacement goods as applicable.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off[or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Losses: all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

Order: Your order for the Goods and/or Services, as confirmed by telephone or in writing by the Supplier.

Specification: any specification for the Goods and/or Services, including any related plans and drawings that is agreed in writing by you and us as part of the Order.

Services: the services, if any, supplied by or to be supplied by us to you as set out in the Order.

Supplier: Dexrail Ltd (registered in England and Wales with company number 16569247) whose registered office address is at Brickfields Business Park, Gillingham, SP8 4PX, and whose further details are set out at Schedule 1, or its duly appointed sub-contractor.

Supplier Materials: has the meaning set out in clause 9.

Warranty: The Supplier's standard warranty terms as published on its website at www.dextragroup.co.uk/warranty and as referred to in clause 6.

WEEE means waste electrical and electronic equipment as defined in the WEEE Regulations.

WEEE Regulations means The Waste Electrical and Electronic Regulations 2013.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns. A reference to "you" or "your" is a reference to the Customer unless the context clearly provides otherwise.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

- 2.1 The Order constitutes an offer by you to purchase the Goods and/or Services in accordance with the terms of the Order and these Conditions. You are responsible for ensuring that the terms of the Order and any applicable Specification submitted or agreed by you are complete and accurate.
- 2.2 The Order shall only be deemed to be accepted when we provide a confirmation of acceptance by telephone or in writing, at which point and on which date (**Commencement Date**) the Contract shall come into existence.
- 2.3 Any samples, drawings, descriptive matter, colour guide or advertising produced by us and any descriptions or illustrations contained in our website(s) are produced for the sole purpose of giving an approximate idea of the Goods

referred to in them and no warranty or representation is given as to specifications or details therein. They shall not form part of the Contract nor have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing; provided that, if and to the extent that:

- (a) the contract between us is a construction contract for the purposes of the Housing Grants, Construction and Regeneration Act 1996 (the Act); and
- (b) the contract fails adequately to provide for such matters in respect of payment as the Act requires the contract to make provision (including without limitation the amount of the stage payments to which we are entitled and the date for payment),

then the relevant provisions of The Scheme for Construction Contracts (England and Wales) Regulations 1998 will apply in respect of those matters.

2.5 Any quotation given by us shall not constitute an offer. Quotations are valid for the period of time stated thereon (if any – usually being a period of 30 Days) and are also conditional upon our final acceptance of the Order as provided in clause 2.2.

3. Goods and Specification

3.1 The Goods will be described in the Order. Our generally available trade goods (other than bespoke or specifically made to order) are or may be described in our website and are subject to change at any point.

Any performance and / or technical data or information provided by us is based on tests performed under standard conditions at our premises. They are believed to be accurate but cannot be guaranteed under different conditions.

3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by you,

- (a) You must ensure that the specifications or instructions provided by you are accurate;
- (b) You must ensure that goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them;
- (c) You must ensure that your specifications and/ or instructions will not result in the infringement of any Intellectual Property Rights of a third party, or in the breach of any applicable law or regulation; and

- (d) You shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with our use of your materials, design software, input or instructions used or contained in the Specification.

This clause 3.2 shall survive termination of the Contract.

- 3.3 We reserve the right to amend the Specification if required by any applicable law or statutory or regulatory requirement, and we shall notify you in any such event.

3.4 **Return of Goods:**

Subject to any legal rights of customers who are individual consumers, you are only entitled to return Goods which are faulty or incorrect in their description or otherwise pursuant to the terms of the Warranty and Clause 6. Should you wish to claim in respect of a breach of warranty please refer to the Warranty and please contact our **Technical Services Department**. You will need to provide full or sufficient details i.e. invoice number and date, reason for return, collection details, contact name, telephone number, full address and date available. Where faulty goods are to be returned, full information is required as to what is the fault; eg not starting up, noisy, flickering or damage to bodywork.

4. **Sample(s)**

- 4.1 Unless otherwise agreed any samples that we submit to you must be returned within 20 Business Days of you receiving them and we shall be entitled to charge for them at our normal trade price plus our transport charge of £50 if they are not duly returned.

5. **Delivery**

- 5.1 We shall ensure that:

- (a) each delivery of the Goods (or collection by you where applicable) is accompanied by a delivery note (a Proof of Delivery or "POD") that shows the date of the Order, and Order number or all relevant Customer and Supplier reference numbers), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

- (b) if we require you to return any packaging materials to us or to make such packaging materials available to us for collection, we will state that on the delivery note.
- 5.2 Unless delivery by us has been agreed and detailed in the Order, you shall collect the Goods from our premises as provided in Schedule 1 or such other location as may be advised by us prior to collection within two Business Days of us notifying you that the Goods are ready.
- 5.3 In the event that we have agreed to deliver the Goods, delivery is completed on the completion of unloading of the Goods at your stated location (the Delivery Location). The minimum delivery charge for a carriage paid order is £500, and for site delivery, £2,000 provided that the delivery is within our delivery schedule. We reserve the right to charge additional fees for delivery outside of our schedule. We reserve the right to charge additional fees for non UK Mainland deliveries. Unless otherwise agreed all pallets used by us for delivery remain our property and must be returned by you to us at your cost and to our business address (Dextra Group Plc, 17 Brickfields Business Park, Gillingham SP8 4PX) and we reserve the right to charge for any pallets not returned within one month of delivery.
- 5.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence unless otherwise stated in writing in the Contract. We shall not be liable for any delay in delivery of the Goods as a result of your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.5 If you fail to take delivery of the Goods within two Business Days of us notifying you that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event:
 - (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the second Business Day after the day on which we notified you that the Goods were ready; and
 - (b) we shall store the Goods until actual delivery (or collection, as the case may be) takes place, and charge you for all related costs and expenses (including insurance).
- 5.6 If five Business Days after the day on which we notified you that the Goods were ready for collection or delivery and you have not taken delivery or collected them, we may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.
- 5.7 In respect of any Orders we may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a delivery

of the Goods in question for which payment will be due accordingly. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

5.8 We may decline to deliver if:

- (a) We believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
- (b) the Delivery Location (or the access to it) is unsuitable for our vehicle in which case our sole liability will be to make the Goods available for collection by you from our premises and we reserve the right to charge for any of its costs spent on time wasted in relation to the failed delivery.

5.9 You agree to cooperate fully with us and provide us, our employees, agents, consultants and subcontractors with access to your premises and other facilities as reasonably required by us to deliver the Goods to you.

6. Quality (Warranty)

6.1 Our Warranty terms shall be part of the Contract; however,

we shall not be liable for the Goods' failure to comply with the Warranty if:

- (a) you make any further use of such Goods after discovering a fault or giving us notice of the fault;
- (b) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (c) you alter or repair such Goods without our written consent;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (e) if the Goods differ from their description or, if applicable, the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

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

7. Title and risk

7.1 The risk in the Goods shall pass to you on completion of collection or delivery as applicable.

Title to the Goods shall not pass to you until we receive payment in full (in cash or cleared funds) for the Goods and any other goods that we have supplied to you in respect of which payment has become due.

- 7.2 Until title to the Goods has passed to you, you shall:
- (a) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
 - (b) notify us immediately if you become subject to any of the events listed in 15.2.
- 7.3 At any time before title to the Goods passes to you, we may (if payment for those Goods is overdue for more than 20 Business Days) require you to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if you fail to do so promptly, enter any premises of yours or of any third party where the Goods are stored in order to recover them.

8. Supply of Services

Where Services are to be provided as part of the Contract as detailed in the Order, the following provisions shall apply in addition to the other provisions of these Conditions:

- 8.1 We shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 8.2 We warrant that the Services will be provided using reasonable care and skill consistent with best practices and standards in the WEEE Regulations and Electrical industry.
- 8.3 Unless specifically agreed otherwise in the Contract we do not provide installation (commissioning) or other services. In case where we have agreed to provide commissioning services the following terms apply and unless otherwise stated it is your obligation to ensure compliance with the following:
- (a) Receipt by us of your fully completed Commissioning Request Form – forms not fully completed cannot be processed.
 - (b) A minimum of two working days' notice received in writing is required from you to cancel commissioning appointments. If no notice is received and the engineer arrives on site, you will be charged a minimum of one day's commissioning.
 - (c) If our engineer(s) arrive on site and the scope of commissioning work cannot be completed due to circumstances beyond our control, then we reserve the right to charge for additional site visits to complete the work.
 - (d) All relevant site drawings and paperwork must be provided by you and must be with our commissioning department at least one week before site attendance is required, and you must provide us with all relevant information.

- (e) Our commissioning engineer must have free and unlimited access to all areas where commissioning work is required to be carried out.
- (f) Your site must be suitable, ready and accessible for all work and Services and for purposes hereof your site includes, without limitation, any, access-ways, equipment and including all suitable functioning utilities, connections and other elements required.
- (g) Emergency luminaires have been checked for mains and emergency operation with the emergency batteries being recharged for at least 24 hours.
- (h) Rooms or areas which require daylight dimming levels to be set must have the ability to be artificially darkened by the use of window blinds etc. Where this is not possible out of hours commissioning may be required in order to accurately set the required target dimming or switching levels.
- (i) A representative of the electrician's installation team must be available on site during the commissioning process to assist our engineer(s) where required.

9. Your General obligations

9.1 You shall:

- (a) co-operate with us in all matters relating to the supply of Goods and Services;
- (b) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (c) keep all materials, equipment, documents and other property of ours (**Supplier Materials**) at your premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to us, and not dispose of or use the Supplier Materials other than in accordance with our written instructions or authorisation; and
- (d) comply with any additional obligations as set out in the Order.

9.2 If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services and our other obligations under the Contract until you remedy the Customer Default; and

- (b) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

10. WEEE

10.1 Pursuant to Regulation 12 (2) of the WEEE Regulations it is agreed between us and you that you shall:

- (a) bear responsibility for financing the collection, treatment, recovery and environmentally sound disposal of:
 - (i) all WEEE arising or deriving from the Goods and from any Services;
 - (ii) all WEEE arising or deriving from goods placed on the market prior to 13 August 2005 where such goods are to be replaced by the Goods and the Goods are of an equivalent type or are fulfilling the same function as that of such goods;
- (b) comply with all additional obligations placed upon you by the WEEE Regulations by virtue of you accepting the responsibility set out in clause 10.1, unless other agreements have been agreed in writing; and
- (c) where you have adopted producer responsibility, provide your WEEE producer compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require to enable such operator to satisfy the obligations assumed by it as a result of our membership of the operator's compliance scheme.
- (d) be responsible for all costs and expenses arising from and relating to its obligations set out in clause 10.1(a)

We are a member of Recolight, a WEEE compliance scheme.

Further information in respect of the arrangements set out in clause 10.1 can be requested from **our sales team on 01747 858100**.

11. Price, Payment and Charges

11.1 The price of the Goods and/or Services shall be the price set out in the Order, or, if no price is quoted, the price set out in our price list and/ or daily rates in force as at the date of delivery or, if earlier the date of our confirmation of the Order.

If no currency is stated in the Order or elsewhere in the Contract the currency shall be Pounds Sterling (£).

Our daily fee rates for each individual are calculated on the basis of a seven and a half-hour day from 8.30 am to 5.00 pm, including travel, worked on Business Days.

We shall be entitled to charge an overtime rate of 200% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to above; and we shall be entitled to charge you for any expenses reasonably incurred by the individuals whom we engage in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by us for the performance of the Services, and for the cost of any materials.

11.2 We may, by giving notice to you at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond our control (including foreign exchange fluctuations, increases in taxes, tariffs and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by you to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any of your instructions or your failure of to give us adequate or accurate information or instructions.

11.3 Unless stated otherwise in the Order, the price of the Goods

excludes amounts in respect of value added tax (**VAT**), which you shall additionally be liable to pay at the prevailing rate, subject to the receipt of a valid VAT invoice.

11.4 You shall pay each invoice submitted by us:

- (a) immediately or in accordance with the terms on the Order or any credit terms agreed by us and confirmed in writing to you; and
- (b) in full and in cleared funds to a bank account nominated in writing by us, and time for payment shall be of the essence of the Contract.

11.5 If you fail to make a payment due to us by the due date, then, without limiting our remedies under the Contract,

- (a) we may suspend or cancel future deliveries, and/ or suspend the performance of any Services,
- (b) you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment at 4% a year above the Lloyds TSB Bank's base rate from time to time, but at 4% a year for any period when that base rate is below 0%, and
- (c) If you have an approved credit account with us we may withdraw it or reduce your credit limit.

- 11.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12. Intellectual Property Rights

- 12.1 All Intellectual Property Rights in the Goods and / or in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by you) shall be owned by us (or our relevant group company or associated company) or licensed to us for use including for purposes of the Contract.
- 12.2 You grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Goods and/or Services to you.
- 12.3 Without limitation to clause 3.2 you agree to indemnify us against all Losses incurred by us as a result of any claim that the supply, receipt or use of any materials, designed or other elements provided by you, infringes the Intellectual Property Rights of any third party.

13. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 13.1 Nothing in these Conditions limits any liability which cannot legally be limited. Subject to this:
- 13.2 our total liability under or in connection with the Contract, whether arising in contract, tort (including negligence) or otherwise, shall not exceed £5,000,000.00 (Five Million Pounds); and
- 13.3 we shall not be liable under or in connection with the Contract in contract, tort (including negligence) or otherwise for loss of profit or indirect or consequential loss.

This clause 13 shall survive termination of the Contract.

14. Changes and Cancellations

- 14.1 If you have any questions or complaints about the Goods or Services, please contact us as soon as possible. You can telephone our Customer Services Department on 01747 858100 or email customerservices@dextragroup.co.uk
- 14.2 CHANGES and Cancellations
- (a) If you wish to cancel your Order at any time you are required to notify us in writing. You will be liable for the costs of components purchased by us and any goods made, or in the process of manufacture or design, including preparation, and any Services rendered up until the time we

receive your notice of termination, and other costs such as commissioning Services partly completed.

- (b) If you wish to amend your Order at any time, this is subject to our agreement in the form of an agreed amended sales Order. In this case you will be liable to reimburse us for any of our labour, materials and other costs incurred in relation to your Order to the extent (if any) that those are not provided in the revised Order.

15. Termination

- 15.1 In the event of your termination at any time you shall remain liable for all costs and charges outstanding including, without limitation, as provided in clauses 11 and 14 above.
- 15.2 Without limiting its other rights or remedies, we may terminate this Contract with immediate effect by giving written notice to you if:
 - (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of being notified in writing to do so;
 - (b) you take any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) you suspend, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of your business; or
 - (d) your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to the terms of the Contract is in jeopardy.
- 15.3 Without limiting its other rights or remedies, we may suspend provision of the Goods and/or Services under the Contract or any other contract between you and us if you become subject to any of the events listed in clause 13.3(b) to clause 13.3(d), or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under this Contract on the due date for payment.
- 15.4 On termination of the Contract for any reason you shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable immediately on receipt and you shall

promptly return to us any Supplier Materials and any Goods that have not been paid for.

- 15.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 15.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

16. Force majeure

The Supplier shall not be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 1 month or more, either party may terminate the Contract by giving 30 days' written notice to the other.

17. General

17.1 Assignment, Sub-Contracting and other dealings.

- (a) We may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of our rights or obligations under the Contract.
- (b) You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of your rights or obligations under the Contract without our prior written consent.
- (c) We shall be entitled to perform any of the obligations undertaken by us in performing the Contract through any other member of our group or through suitably qualified and skilled sub-contractors.

Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of us.

17.2 Confidentiality.

Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except for to exercise its rights and to perform its obligations under or in connection with the Contract or as required by law.

17.3 How We Use Your Personal Information (Data Protection)

Our website (at www.dextragroup.co.uk) provides details of how we use any personal data that we may hold.

17.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17.5 Variation.

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.6 Waiver.

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

17.7 Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.8 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) and in the case of the Supplier, also to its trading address at Dextra Group Plc, 17 Brickfields Business Park, Gillingham SP8 4PX; or
 - (ii) sent by email to the email address of the relevant party as provided in the Order, or as otherwise provided in writing from time to time by the party for that purpose.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.9 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

17.10 Governing law and Jurisdiction.

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1
(Supplier Details)

Company Name:	DEXRAIL LTD
Place of registration:	England & Wales
Company Registration Number:	16569247
VAT number:	
Email address:	enquiries@dextragroup.co.uk
Telephone Number:	(+44) 01747 858100