OMEX ENVIRONMENTAL LIMITED
CONDITIONS OF SALE AND SUPPLY OF GOODS AND SERVICES 2018

1. DEFINITIONS

1.1. The definitions and rules of interpretation in this condition apply in these conditions.

"we"	means OMEX Environmental Limited (company number 02387507) and the terms **"us", "our"** and **"ours"** shall have meanings accordingly
"you"	means the person, firm or company who purchases the Goods and/or the Services from us and the terms **"your"** and **"yours"** shall have meanings accordingly
"Contract"	means any contract between us and you for the sale and purchase of the Goods and/or the Services incorporating these conditions, and for the avoidance of doubt each separate order placed by you on us for Goods and/or Services shall constitute a separate Contract.
"Delivery Point"	means the place specified in the Order Confirmation where delivery of the Goods is to take place
"End User"	means, in the case of Goods and/or Services bought by a merchant, the end user of the Goods or the ultimate beneficiary of the Services
"Goods"	means any goods agreed in the Contract to be supplied to you by us (including any part or parts of them)
"Order Confirmation"	means our written confirmation of your order with your unique order number
"Services"	means work and/or services or any of them to be performed by us for you or any End User pursuant to the Contract

1.2. A reference to "condition" or "conditions" are to the conditions set out in this document. Headings in these conditions shall not affect their interpretation.

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

1.4. Words in the singular include the plural and in the plural include the singular.

1.5. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6. A reference to writing or written includes faxes, text messages and e-mail.

1.7. Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.8. Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, phrase or term preceding those terms.

2. APPLICATION OF CONDITIONS

2.1. Subject to condition 7, the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, acceptance of a quotation, specification or other document, or implied by trade custom, practice or course of dealing).

2.2. Unless we agree otherwise in writing, any order that you place with us will constitute an offer to us to purchase goods and/or services on these conditions. There shall be no legally binding contract between you and us until we have:

2.2.1 delivered (by post, hand delivery, fax or email) an Order Confirmation to you; or

2.2.2 delivered all or some of the Goods; or

2.2.3 started to perform the Services

the first of which to occur will constitute an acceptance of your offer on these conditions upon which we will and you shall be legally bound by the Contract.

2.3. The terms of the Contract are these conditions and any Order Confirmation. In the event of conflict between these conditions and the Order Confirmation, the terms of the Order Confirmation shall prevail.

2.4. Unless we agree otherwise in writing, you agree to check any Order Confirmation immediately upon receipt and notify us of any error or inaccuracy as soon as reasonably practicable and in any event not later than 48 hours following receipt of the Order Confirmation.

2.5. You agree that you are not relying on any statement, promise or representation made or given by us or on behalf of us (including any statement, photograph or illustration appearing in any catalogue or on our website) which has not been confirmed to you in writing. Nothing in this condition 2.5 shall exclude or limit our liability for fraudulent misrepresentation.

3. PRICE

3.1. Unless we agree otherwise in writing, the price for the Goods and/or the Services shall be the price specified in the Order Confirmation.

3.2. Unless we agree otherwise in writing, the price for the Goods shall include all costs of packaging, loading and carriage, but shall exclude all costs or charges relating to unloading, insurance, import and export duties and the costs of obtaining any import or export licences.

3.3. Unless we agree otherwise in writing, the price for the Goods and/or the Services shall be exclusive of VAT.

4. TERMS OF PAYMENT

4.1. Unless we agree otherwise in writing, the price for the Goods and/or the Services is due in pounds sterling within 28 days of the month following the delivery of the Goods is tendered or the Services are rendered. Where the Goods are delivered and/or the Services are rendered by instalments, this condition 4.1 shall apply pro-rata to each such instalment. We may withdraw any extension of credit or deferred payment terms at any time.

4.2. Time for payment shall be of the essence.

4.3. No payment shall be deemed to have been received until we have received cleared funds.

4.4. You will make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

4.5. Subject to condition 4.6 and to the remainder of this condition 4.5, we may at our discretion apply a 10% additional charge calculated on the total Contract price excluding VAT to each Contract. This surcharge shall be waived if all sums due under the Contract are paid on or before the date upon which payment is due. Half of the 10% surcharge shall be waived if all sums due under the Contract are paid on or before the 15th day of the month immediately following the month in which payment is due. Nothing in this condition 4.5 shall prevent us taking legal action against you to enforce payment immediately upon the payment becoming due.

4.6. If the application of condition 4.5 would render the Contract a consumer credit agreement under the Consumer Credit Act 1974, then condition 4.5 shall not apply.

4.7. Each Actual Order shall be a separate Contract and these conditions shall apply to each such Contract.

5. DELIVERY OF GOODS

5.1. Delivery of the Goods shall take place at the Delivery Point. If no Delivery Point has been specified, delivery of the Goods shall take place at one of your places of business in the UK to be determined by us (in our absolute discretion).

5.2. The Order Confirmation will state a particular time period during which delivery is to take place ("**Delivery Window**"). You must notify us (giving not less than 14 days notice) of a specific weekday (excluding bank holidays) within the Delivery Window on which delivery would be convenient for you. Delivery dates agreed or stated by you and/or us are for guidance only and shall not have contractual effect. Time of delivery shall not be of the essence and shall not be made of the essence without our express written agreement.

5.3. Unless we agree otherwise in writing, we may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

5.4. Unless we agree otherwise, you will provide at the Delivery Point and at your expense adequate and appropriate equipment and manual labour for taking delivery of the Goods.

5.5. If for any reason:

5.5.1 you fail to accept delivery of any of the Goods or you fail to permit performance of the Services when they are ready to be delivered and/or performed;

5.5.2 you fail to nominate a specific date within the Delivery Window in accordance with condition 5.2; or

5.5.3 we are unable to deliver the Goods because you or the End User has not provided appropriate instructions, documents, licences or authorisations or condition 6.3 applies,

we shall retain title to the Goods. Subject to condition 5.6 below, you agree to pay a sum equal to either (at our selection): (i) our losses arising from the circumstances set out in conditions 5.5.1 and/or 5.5.2 and/or 5.5.3 (as applicable); or (ii) 25% of the total Contract price. You acknowledge that the fixed percentage set out in option (ii) is a genuine pre-estimate of the loss to us in administering your order, sourcing and/or manufacturing Goods, packaging Goods, arranging delivery of Goods and/or performance of the Services, attempting to deliver the Goods, return and restocking of the Goods, the added administrative time anticipated in attempting to arrange such delivery and performance, the potential down-time of employees and/or contractors anticipated to be engaged in performing the Services, and/or the remarketing or disposal of the Goods.

5.6. In the circumstances set out in conditions 5.5.1, 5.5.2 and 5.5.3 above, we may at our discretion agree with you a revised time for delivery of the Goods and/or performance of the Services. You shall be liable to pay to us immediately on demand any costs and/or losses (including loss of profit or loss of actual or potential business caused by downtime of our personnel and/or contractors) incurred by us as a result of the circumstances set out in conditions 5.5.1 and/or 5.5.2 and/or 5.5.3. In the absence of manifest error, our statement of such losses to you shall be conclusive evidence of such losses.

5.7. The quantity of any consignment of Goods as recorded by us on despatch from our place of business shall be conclusive evidence of the quantity you receive on delivery unless you are able to provide conclusive evidence proving the contrary.

6. RISK AND TITLE

6.1. Risk of accidental loss of and/or damage to the Goods shall pass to you on delivery.

6.2. Ownership of the Goods shall not pass to you until we have received in full (in cash or cleared funds) all sums due to us in respect of:

6.2.1 the Goods; and

6.2.2 all other sums which are or which become due to us from you on any account.

6.3. Your right to delivery and possession of the Goods shall terminate immediately if:

6.3.1 in the case of an individual including a partnership, a bankruptcy order has been made against you or any partner or you make an arrangement or composition with your creditors, or you otherwise take the benefit of any relief of insolvent debtors; or

6.3.2 in the case of a body corporate including a limited liability partnership, you convene any meeting of creditors, or enter into any liquidation, or have a receiver and/or manager, administrator or administrative receiver appointed, or documents are filed with the court for the appointment of an administrator, or notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented to any court for your winding-up or for the granting of an administration order, or any proceedings are commenced relating to your possible insolvency; or

6.3.3 any execution is levied on your property or obtained against you, or you fail to observe or perform any of your obligations under the Contract or any other contract between us and you, or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

6.3.4 you encumber or in any way charge any of the Goods.

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

6.5. You grant us, our agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them or, where your right to possession has terminated, to recover them.

6.6. Where we are unable to determine whether any Goods are the goods in respect of which your right to possession has terminated, you shall be deemed to have sold or used all goods of the kind sold by us to you in the order in which they were invoiced to you.

6.7. Where you purchase any Goods for their onward sale or provision to an End User, you hereby undertake to notify such End User that title to the Goods remains with us, and to further notify them when title passes to you under the Contract. You undertake not to purport to transfer title to the Goods to such End User at any time before title to the Goods has transferred from us to you.

6.8. On termination of the Contract, howsoever caused, our rights (but not your rights) contained in this condition 6 shall remain in effect.

7. VARIATION

7.1. If we deliver to you a quantity of Goods of up to 10 % more or less than the quantity ordered, you will not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and you will pay for such goods at the pro-rata Contract price.

7.2. Subject to this condition 7, no variation of the Contract or these conditions shall be valid unless it is in writing.

8. QUALITY

8.1. We warrant that (subject to these conditions) on delivery the Goods shall:

8.1.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;

8.1.2 be reasonably fit for any particular purpose for which the Goods are being bought in the ordinary course of your business if you have made known that purpose to us in writing and we have confirmed in writing that it is reasonable for you to rely on our skill and judgement.

8.2. We will be deemed to have fulfilled our contractual obligations to you in respect of the quality of any Goods if the composition of those Goods are within reasonable industry tolerances

8.3. If any of the Goods do not conform with any of the warranties in condition 8.1 we may at our option replace such Goods or part of them or refund the price of such Goods at the pro rata Contract rate.

8.4. If we comply with condition 8.4 we will have no further liability for a breach of any of the warranties in condition 8.1 in respect of such Goods.

8.5. We warrant that (subject to these conditions) the Services shall be performed with reasonable care and skill.

8.6. If any of the Services do not conform with the warranty in condition 8.6 we may at our option reperform such Services or part of them or refund the price of such Services at the pro rata Contract rate.

8.7. If we comply with condition 8.7 we will have no further liability for a breach of the warranty in condition 8.6.

8.8. Where any failure by the Goods to satisfy the warranties set out in condition 8.2 is caused by your combination of the Goods with any other chemicals or substances, then we shall nevertheless be deemed to have satisfied the warranties in condition 8.2, and we shall have no corresponding obligations under condition 8.4 in relation thereto.

9. YOUR AGREEMENT

9.1. You warrant that you will notify us of any shortages or excesses in quantity of any Goods we deliver within 7 days of their delivery.

9.2. You warrant that you will notify us of any damage to the Goods apparent on physical inspection within 7 days of their delivery.

9.3. You warrant that you have appropriate facilities, licences, permits and risk assessments in place for the storage of the Goods.

9.4. You warrant that you will safely dispose of any packaging, containers or surplus Goods.

10. SERVICES

10.1. We may at our option subcontract the provision or performance of any Services without notice to you.

10.2. Time for the performance of any Services is not of the essence and shall not be made of the essence without our written agreement.

10.3. You agree to co-operate with us in all matters relating to the Services and to provide us and our subcontractors with access to any premises in a timely manner and at no charge to perform all of your obligations under this Contract.

10.4. Where you or the End User instructs us or our subcontractors to mix and/or apply any substances which are not solely the Goods, you warrant that there is no legal restriction prohibiting this and that you have made arrangements for the lawful disposal of any excess substances.

10.5. You agree to keep and maintain any products, materials or equipment provided by us to you (including but not limited to any tanks, pumps and dosing units but excluding any Goods) in good condition and you will not dispose of or use it other than in accordance with our written instructions or authorisation.

11. CHEMICALS PROVIDED BY YOU

11.1. We do not approve or recommend any chemicals or substances to be mixed or applied with the Goods. You are entirely responsible for any such chemicals or substances, including without limitation their effect on any environmental, site,crops or land and/or their impact on the effectiveness or performance of the Goods.

12. LIMITATION OF LIABILITY – <u>YOUR ATTENTION IS SPECIFICALLY DRAWN TO THIS CONDITION AS IT LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS CONDITION CAREFULLY</u>

12.1. **This condition 12 sets out our entire liability (including any liability for the acts or omissions of our employees, agents, consultants, and subcontractors) to you in respect of: any breach of the Contract; any use made by you of the Services, the Goods or any part of them; any representation, statement or tortious act or omission (including negligence); or any other liability whatsoever; in each case arising under or in connection with the Contract.**

12.2. Subject to condition 12.12 we will not incur any liability arising from:

12.2.1 shortages or excesses in quantity of any Goods we deliver unless you or the End User notify us of such within 7 days of their delivery; or

12.2.2 any failure to deliver the Goods on agreed or stated delivery dates or times. Nothing in this condition 12.2.2 shall limit your right to delivery of the Goods within a reasonable time in accordance with condition 5.2; or

12.2.3 any failure to deliver the Goods within a reasonable time by reason of our inability to obtain supplies of raw materials or the Goods themselves at a reasonable cost to us; or

12.2.4 any defects in the Goods caused by the effluxion of time, fair wear and tear, abnormal conditions of storage or use, or any act of neglect or default by you, an End User or any third party; or

12.2.5 any damage to the Goods apparent on physical inspection which are not notified to us in writing within 7 days of their delivery; or

12.2.6 a breach of any of the warranties in condition 8.1 unless:

i) you or the End User gives us written notice of the defect within 7 days of the time when you discover or ought to have discovered the defect;

12.2.7 a breach of any of the warranties in condition 8.1 if:

i) you or the End User make any further use of such Goods after giving such notice; or

ii) the defect arises because you or the End User failed to follow our oral or written instructions as to the storage, commissioning, use or application of the Goods or good trade practice; or

iii) you or the End User alter, dilute or mix such Goods without our written consent; or

iv) you or the End User (or any agent procured by either of you) attempt to remedy, repair or rectify any perceived defect in the Goods or Services without our written consent to do so; or

12.2.8 any damage or injury direct or indirect resulting from:

i) the mixture of any non-approved substances with the Goods; or

ii) the mixture of two or more approved substances with the Goods without our prior written consent; or

iii) the application of any non-approved or approved chemicals or substances at an application rate other than that recommended by the manufacturer of such; or

iv) failure to safely dispose of any packaging, containers or surplus Goods; or

v) failure to obtain or follow the written instructions, recommendations or safety information in any relevant data sheets (as referred to in condition 16) provided by us; or

12.2.9 any damage or loss as a consequence of your failure to provide sufficiently accurate information and data; or

12.2.10 any costs, charges or losses sustained or incurred by you arising directly or indirectly from your breach of any of the warranties and/or undertakings contained in this agreement or from our inability to perform any of our obligations under this Contract as a result of any act or omission by you or your agents, subcontractors, consultants or employees or by the End User; or

12.2.11 the negligent acts or omissions of any third party; or

12.2.12 any indirect or consequential losses or damages.

12.3. Subject to condition 12.12, we will not be liable for any direct or indirect loss of profit.

12.4. Subject to condition 12.12, we will not be liable for any direct or indirect loss of goodwill or reputation.

12.5. Subject to condition 12.12, we will not be liable for any direct or indirect loss of business, contracts or opportunity.

12.6. Subject to condition 12.12, we will not be liable for any direct or indirect loss of anticipated savings.

12.7. Subject to condition 12.12, we will not be liable for any loss of any quotas, grants, subsidies or other governmental or quasi-governmental financial support or incentive.

12.8. Subject to condition 12.12, we will not be liable for any costs, charges, expenses or interest whatsoever relating to any losses mentioned in conditions 13.3 to 13.7.

12.9. Subject to condition 12.12 our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance of, or failure to perform, the Contract shall be limited to the lesser of:

12.9.1 the Contract price (excluding VAT); and

12.9.2 £50,000.00.

You acknowledge that we insure against liability for defective Goods and Services at a sum which fairly represents the potential losses to you, but at a value which makes it economical for us to offer the Goods and Services to you at competitive prices. Our insurance cover is limited to a single aggregate figure irrespective of the number of claims made in any period of insurance. The limits set out in this condition 12.9 have been calculated to fairly and reasonably divide up the limit of our liability between potentially competing claims in any insurance period.

12.10. You acknowledge that our Goods and Services may be affected by climate, disease and other naturally occurring or intervening events which are beyond our control. This makes ascertaining the cause of losses expensive and uncertain and we are vulnerable to multiple (potentially unfounded) claims in an insurance period. You therefore acknowledge that it is reasonable for us to limit our liability as set out in this condition 13 and you further acknowledge that it is your responsibility for making arrangements to insure against any losses for which we exclude liability.

12.11. We draw your attention to condition 17 which further limits our liability in respect of matters beyond our control.

12.12. Nothing in these conditions limits or excludes our liability for:

12.12.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

12.12.2 fraud or fraudulent misrepresentation;

12.12.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

12.12.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

12.12.5 defective products under the Consumer Protection Act 1987.

All other warranties, conditions and other terms implied by statute or common law including terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.13. Where the Contract is for the provision of Goods and/or Services either wholly or partially for the benefit of an End User, then you will indemnify us against any liability under a claim by that End User arising out of or in connection with the Goods and/or Services which is in excess of the liability which we would have to you under the Contract in relation to such claim.

12.14. Where the same act or omission results in a claim being made against us by both you and an End User, you hereby warrant that any liability which we would otherwise have had to you under such claim will be reduced by the amount of any sum paid or payable by us to the End User as a result of their claim, including where we elect to settle such claim by the End User in our absolute discretion.

13. INDEMNITY

13.1. You agree to 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 reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:

13.1.1 your failure to provide sufficiently complete, accurate and precise information and data;

13.1.2 any claim from any landlord of yours or the End User or from any third party which arise from or are attributable to our application of the Goods which you or the End User has instructed us to apply them to;

13.1.3 any application or use of the Goods which is contrary to our written or oral advice (whether or not we refused to carry out application services under condition 11.3);

13.1.4 pollution or environmental liability (including fines and/or penalties from government or other administrative bodies) arising from the release of substances capable of causing harm to living organisms or interference with ecological systems;

13.1.5 your failure to comply with conditions 17.8 and/or 17.11; and

13.1.6 your breach of any of the warranties set out in these conditions.

13.2. This indemnity shall not extend to cover a claim which is a result of our negligence or wilful misconduct.

13.3. Nothing in this condition 14 shall restrict or limit our general obligation at law to mitigate a loss we suffer or incur as a result of an event that may give rise to a claim under this indemnity.

14. DATA PROTECTION

14.1. You acknowledge that you have been provided with a copy of our Privacy Policy available at www.omex.co.uk. You further acknowledge that you have read and understood the Privacy Policy, and its application to the Contract.

14.2. If we are acting as your data processor in relation to any personal data, our Data Processing Conditions will apply to such processing. A copy of our Data Processing Conditions is available at www.omex.co.uk.

15. SAFETY INFORMATION

We provide a number of data sheets giving guidance for the use of our Goods and Services. These data sheets provide important information regarding the proper and safe use of the Goods. Data sheets are available from us free of charge and can be requested via our website www.omex.co.uk.

16. FORCE MAJEURE

Without liability to us, we reserve the right to defer the date of delivery of the Goods or reduce the volume of the Goods ordered by you or to cancel the Contract entirely if we are prevented from or delayed in performing our obligations under the Contract or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control including (without limitation) strikes, lock-outs or other industrial disputes (whether involving our workforce or any other), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law, governmental or government agency order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, product shortage or default of suppliers or subcontractors, provided that, if the event in question continues for a continuous period in excess of 30 days, you will be entitled to give reasonable notice in writing to us to terminate the Contract.

17. GENERAL

17.1. Each right or remedy available to us under the Contract is without prejudice to any other right or remedy whether under the Contract or not.

17.2. 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.

17.3. Failure or delay by us in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of our rights under the Contract.

17.4. Any waiver by us of any breach of, or any default under, any provision of the Contract by you shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other conditions of the Contract.

17.5. The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

17.6. Any notice required to be given by you must be addressed to our registered office or sent by email to enquire@omex.com or by fax to 01526 396001. Notices are deemed to be received: if sent by post, 96 hours after posting; and if emailed or faxed, at 9:00am on the next weekday which is not a public holiday in England after the day it is sent. We may correspond with you by writing to any electronic or postal address or using any telephone or fax number which you provide us.

17.7. We will use the personal information you provide to us to: provide the Goods and Services; process your payment for such Goods and Services; and inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us. You agree that we may pass your personal information to credit reference agencies and that they may keep a record of any search that they do. We will not give your personal data to any other third party.

17.8. You agree to comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. You agree not to engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK. You covenant to promptly report to us any request or demand for any undue financial or other advantage of any kind you receive in connection with the performance of the Contract.

17.9. You agree not to disclose to any person any confidential information concerning our terms of supply of the Goods or provision of the Services, the formulation of our products, or the terms of this Contract save as may already be in the public domain (other than by your breach of this condition) or as required by law.

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

17.11. You agree to comply with any and all applicable national and international export control regulations relating to the Goods, including without limitation those of the United Kingdom, the European Union and the United States of America. You undertake to take adequate steps to verify the identity of any End User or other transferee of the Goods, and to verify that they do not appear on any list of persons or entities governed by sanctions or embargoes. You agree to provide us promptly upon our request with such information as we require in relation to such End Users or transferees.

17.12. 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.