



# ALEXANDER DENNIS

## TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

### 1. ABOUT THESE TERMS

- 1.1. **About us.** We are Alexander Dennis Limited, incorporated in Scotland under the company number SC268016 and VAT number GB836 666 490. You can find us at 9 Central Boulevard, Central Park, Larbert, FK5 4RU, United Kingdom. Under these Terms, “us”, “we” and “our” refers to Alexander Dennis Limited and our affiliates; “you” and “your” refers to a purchaser of the Goods and/or Services.
- 1.2. **The Terms.** The terms and conditions set out in this document together with any additional terms agreed in writing (“Terms”) apply to any agreements between you and us for the purchase and supply of goods and/or services (“Contract”). The Contract applies to the goods we will supply to you (“Goods”), the services we will supply to you (“Services”) and supersedes any previously issued terms and conditions of purchase or supply. To the extent legally permitted, these Terms will apply to the exclusion of all other terms (including any terms that you propose to apply). Reference to other terms or conditions, whether in your purchase order, confirmation order, specification or otherwise, does not mean it is a part of these Terms.
- 1.3. **The Goods.** In these Terms, where we refer to “Goods” this means any vehicles, new or used, (“Vehicles”), any vehicle aftermarket parts (“Parts”) and any other goods which we supply to you.
- 1.4. **Effective Date.** These Terms are effective from 9 November 2023 and shall apply to all orders placed by you and all Contracts entered into on or after 9 November 2023.

### 2. ORDERS

- 2.1 **Quotations.** Unless you have made an order through our website, any quotations which we issue will be valid for 30 days. If a quotation states that an alternative period applies, then that period will supersede this Clause 2.1. We have the right to amend or withdraw a quotation until your order has been accepted in line with Clause 2.2.
- 2.2 **Orders.** Every order you make for Goods and Services is an offer and constitutes your agreement to be bound by these Terms. We may accept or reject an order at our discretion. If you countersign a quotation we give you, that shall also constitute an order. You must ensure that orders and the specifications detailed or referred to in any order are accurate so that we can perform our obligations under these Terms and the Contract. An order will not be considered accepted until we have given you written acceptance or acknowledgement of your order, until we start to manufacture the Goods or until we deliver the Goods to you and/or perform the Services (whichever is the earlier).
- 2.3 **Descriptions.** The quantity, quality, and description of Goods or Services will be those included in your order. The drawings, descriptions, specifications, and advertisements in our catalogues or brochures are solely to provide you with an idea of Goods or Services and they do not form part of the Contract.
- 2.4 **Continuous improvement.** You acknowledge that we are continuously improving our products. At any time before delivery, we will be entitled to change the specification of Goods or Services that we deem reasonable or as may be required to conform with any applicable safety or other statutory requirements without notice to you. This will not affect the enforceability of the Contract.
- 2.5 **Further work.** We may charge you for further work that is necessary for the supply of the Services; unless in our opinion such work is substantially different from the Contract or your order, in which case we will gain your written approval first.



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2.6 **Our website.** These Terms apply to all orders placed through our website [www.ad24.direct](http://www.ad24.direct) and any other website which we operate.

## 3. DELIVERY

3.1 **Delivery.** You shall take delivery of the Goods once we tell you they are ready, provided that:

- (a) for Goods which are Parts, the time of delivery will be when we dispatch the Goods;
- (b) for any other Goods, the delivery time will be when the Goods are delivered to the address provided by you in the order (or as otherwise agreed in writing by both parties); and
- (c) for Services, the delivery time will be when the Services have been performed.

3.2 **Arranged delivery.** If you purchase Goods via our website, we will deliver the Goods to the address you specify.

3.3 **Delivery time.** The dates given by us for delivery of Goods or performance of Services are intended to be an estimate only and time of delivery or performance will not be of the essence. If a delivery date is not specified, delivery will be within a reasonable time.

3.4 **Delay in delivery.** We will not be liable for loss of profit, costs, damages, charges, or expenses caused by a delay in the delivery or performance of Goods or Services and a delay will not entitle you to terminate the Contract, even if the delay is caused by us.

3.5 **Deemed delivery.** If (i) you do not accept delivery of the Goods, (ii) we are unable to make the delivery because you have not provided the necessary instructions, documents, or licences, or (iii) you have requested that Goods or items on which Services are being performed ("Items") be held for longer:

- (a) we may arrange for Goods or Items to be stored until you accept delivery. You shall be liable for the related costs and expenses, such as storage and insurance;
- (b) we will deem the Goods as delivered;
- (c) once Goods or Items are in storage the risk in them becomes yours; and
- (d) if you do not collect Goods or Items within 3 months, we may sell these on and use the proceeds to pay the sums you owe. Should the proceeds exceed what you owe to us, we will return the difference to you. However, if the proceeds are less than what you owe, we may sue you for the remainder as a debt.

3.6 **Quantities.** If we deliver a quantity of Goods up to 5% more or less than the quantity you requested, you are not entitled to reject the Goods for the reason of a surplus or shortfall, and you shall pay for the Goods at a pro rata rate. This Clause only applies where the Goods are Parts.

3.7 **Instalments.** Where delivery or performance will be made by instalments, our failure to deliver or perform any instalments does not allow you to treat the Contract as cancelled. We shall only deliver further instalments if you accept each instalment and make payments on time.

## 4. NON-DELIVERY

4.1 The quantity of Goods or Items we record at dispatch is conclusive evidence of the quantity you have received unless you can provide conclusive evidence to the contrary; and

4.2 We will not be liable for non-delivery of Goods or Items, even if it is caused by our negligence, unless we have expressly agreed with you in writing in the Contract to be liable for non-delivery.

4.3 **Liability.** Our liability for non-delivery of Goods will be limited to replacing the Goods, or we may choose to issue a credit note at a pro rata rate against an invoice for the Goods.



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## 5. RISK/TITLE

- 5.1 **Repairs.** The Goods are at your risk once delivered, and they will remain your risk if we are carrying out repairs on Goods or Items for you on your premises.
- 5.2 **Ownership.** You shall not receive legal or beneficial ownership of the Goods until we have received full payment for the Goods.
- 5.3 **Your obligations for ownership.** Until you receive ownership of the Goods, you must:
- (a) safely hold the Goods on trust for us;
  - (b) store the Goods separately from your other goods, at no cost to us, so that they are obviously still our property;
  - (c) not destroy, deface, or obscure any identifying mark or packaging on or relating to the Goods;
  - (d) be liable to us for any loss, damage or destruction of the Goods;
  - (e) keep the Goods in satisfactory condition and insured on our behalf for their full price and against all risk. We may ask you to provide a certificate of this insurance at any time;
  - (f) hold any proceeds of the insurance on our behalf, not mix them with other money, nor pay the proceeds into an overdrawn bank account; and
  - (g) return the Goods to us immediately on demand.
- 5.4 **Right to possession.** If you have not received ownership of the Goods, your right to possession of the Goods will terminate immediately if you:
- (a) take steps to commence any insolvency process;
  - (b) suffer any seizure of your property, fail to perform any of your obligations under the Contract, are unable to pay your debts, or cease to trade;
  - (c) you charge any of the Goods in any way; or
  - (d) we terminate the Contract.
- 5.5 **Licence.** Until title of the Goods has passed to you, you grant to us an irrevocable licence at any time to enter, with or without vehicles, any of your premises where Goods are or may be stored, so we can inspect them or recover them.

## 6. PRICE

- 6.1 **Goods and Services.** The price for the Goods and Services shall be:
- (a) for Vehicles - our quoted priced or, where a quoted price is no longer valid the current price we charge for Vehicles with the same specification;
  - (b) for Parts – the price given at the time of ordering, or the price stated on the website, if purchased via the website.
- 6.2 **Tax and delivery charges.** We will display the prices on our website both inclusive and exclusive of VAT. However, if you do not purchase through our website, the price will not include VAT.
- (a) **Vehicles.** Where you place an order for new or used Vehicles, the price as quoted by us shall be exclusive of the cost of delivery and such cost where applicable will be charged extra.
  - (b) **Parts.**
    - (i) Where you have a trade account with us and you place an order for Part(s) via our website, the price as quoted by us on our website shall be exclusive of the cost of shipping, which may be charged in addition.
    - (ii) Where you place an order for Part(s) via telephone or email, regardless of whether you have a trade account with us, the price as quoted by us over the telephone or by email shall be exclusive of the costs of carriage, insurance, or packaging and there may be an additional charge for these. You will be advised of any additional costs at the time of ordering.



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- 6.3 **Invoices.** We will invoice you at the time of deemed delivery, except for:
- (a) Vehicles, which are invoiced before they are dispatched from our premises; and
  - (b) deliveries in instalments, in which case, each instalment may be invoiced separately.
- 6.4 **Invoice errors.** You must notify us of any error in an invoice within 7 days.
- 6.5 **Increases in prices.** We have the right to increase the price of the Goods or Services by giving you notice before delivery to reflect any increase in the cost to us due to a factor beyond our control, including (without limitation):
- (a) any change in specification;
  - (b) any foreign exchange fluctuations;
  - (c) currency regulation;
  - (d) alterations to import or export duties;
  - (e) increases in the costs of labour, materials, subcontracted services, transport, or other manufacture costs;
  - (f) changes to delivery dates, quantities or specification for Goods or Services which you request;
  - (g) any delay or increase in costs resulting from your instructions; or
  - (h) your failure to give us adequate information or instructions.
- 6.6 **Website prices.** In the event that a price on our website is incorrect, we will follow these procedures:
- (a) if the correct price of the Goods is less than the price on our website, we will charge you the lower amount, unless the error was obvious and you should have reasonably recognised it as a misprice, in which case we will not be obligated to charge the lower price; and
  - (b) if the correct price of the Goods is higher than the price on our website, we will inform you of the error and give you the option of continuing with your purchase at the correct price or cancelling your order. We will not process the order without your instructions, and if we are unable to contact you, we will cancel the order and inform you we have done so in writing.
- 6.7 **Deposit.** We reserve the right to require a deposit from you of a proportion of the price to be paid. We will be entitled to retain this deposit in partial payment of any sums due if an order is cancelled by you.
- 7. PAYMENT**
- 7.1 **Payment terms.** Unless otherwise agreed in writing, payment will be due and payable by you in GBP and in cleared funds, without deductions:
- (a) for Goods which are Vehicles, before the anticipated delivery date;
  - (b) for Goods which are Parts, then where:
    - (i) you have a trade account with us 30 days end of month
    - (ii) you do not have a trade account with us, upon placing an order; and
  - (c) for Services, upon performance of the Services (unless otherwise stated).
- 7.2 **Receipt of payment.** We will not deem a payment received until we have received cleared funds. We shall have the right to keep your property or delay delivery until the payment is made.
- 7.3 **Termination.** If the Contract is terminated, all payments payable to us shall become due immediately.
- 7.4 **Failure to pay.** If you fail to pay us by the due date:
- (a) we will be entitled to suspend delivery until the overdue payment is made by you in cleared funds; and
  - (b) you shall be liable to pay interest on the overdue payment every day from the due date until the payment is received in full. The interest will be at 4% per annum above the London Interbank Offered Rate (LIBOR). Alternatively, we may choose to claim interest at 4% above the base lending rate in your country instead.



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- 7.5 **Insurance repairs.** We will not accept insurance repairs unless instructed and signed by both you and the insurance company. We will not permit the removal of any Goods or Items until we have been paid in full for the repairs. You shall be liable for VAT, excess on the insurance policy and any charges we incur if the insurance company fails to pay the charges within 30 days from signature of your satisfaction note.
- 7.6 **No set off.** You may not withhold payment of any invoice or other amount due to us by reason of any right of set-off or counterclaim which you may have or allege to have for any reason whatsoever.
- 8. QUALITY AND WARRANTY**
- 8.1 **Inspection of Goods.** Until the time of delivery, you will be entitled to inspect Goods or Items. You can do this during our normal business hours, as long as you give us reasonable notice in writing.
- 8.2 **Transfer of warranty.** Our warranties do not apply if we have not manufactured the Goods, but we will attempt to transfer to you any warranties or guarantee given to us.
- 8.3 **New Vehicle Warranty.** The Sofon Specification (quotation) issued by us sets out the warranty coverage which will apply to new Vehicles. Our Warranty Terms and Conditions document applies to all new Vehicles and forms part of the Contract. The warranty periods set out in the quotation will prevail in the event of any conflict between the two documents.
- 8.4 **Used Vehicle Warranty.** Used Vehicles are sold on an “as is” basis without warranty. By entering into the Contract you acknowledge that you have been afforded the opportunity to examine the used Vehicle.
- 8.5 **Parts Warranty.** We warrant that Parts will not have any defects as to materials or workmanship, for 12 months from the date of the relevant invoice issued by us. This Parts Warranty is subject to compliance with Clauses 8.5 (a) to (d) below.
- (a) **Parts Warranty Claim Procedure.** If you discover a defect covered by the Parts Warranty
- (i) you may request a warranty claim form (“Claim Form”) via email to [warranty.admin@alexander-dennis.com](mailto:warranty.admin@alexander-dennis.com);
  - (ii) you will have 30 days from the date you discovered the defect of the Part(s) to submit a fully completed Claim Form via email to [warranty.admin@alexander-dennis.com](mailto:warranty.admin@alexander-dennis.com); we reserve the right to reject any Claim Form which does not contain all the information necessary for the proper consideration of the Warranty claim; and
  - (iii) you shall return the defective Part(s) to us in compliance with all applicable health and safety requirements and at your expense as soon as reasonably practicable following submission of the Claim Form.
- We will not be liable to you for a Parts Warranty defect if you fail to comply with the procedure set out in this Clause 8.5.
- (b) **Adjudication.** We will endeavour to adjudicate any Parts Warranty claim within 90 days from receipt of the returned Part(s).
- (c) **Claim Reimbursement.** If we confirm that your Parts Warranty claim is successful, our only liability to you is to reimburse you for any replacement Part(s) which you have purchased. If we comply with our obligations in respect of any of the Goods which do not conform with our Parts Warranty, we shall not have further liability for breach of warranties for the relevant Parts.
- (d) **What we will not be liable for:** We will not be liable for a breach of the Parts Warranty if:
- (i) you do not comply with the procedure set out in Clause 8.5;
  - (ii) after giving us notice of a defect, you dismantle the Goods or cause any further damage or deterioration to Goods that is caused by you using such Goods;



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- (iii) a defect is caused by your failure to follow our instructions on storage, installation, commissioning, use, or maintenance of Goods or, if there were no instructions, good trade practice. You will allow us to inspect your maintenance records with reasonable notice during normal business hours;
- (iv) a defect arises from your use of replacement parts, accessories, or equipment not manufactured or approved by us;
- (v) you clean Goods with anything that but non-corrosive detergent;
- (vi) a defect arises because Goods are repaired or replaced by anyone who is not us or an authorised representative or suitably qualified and experienced;
- (vii) the defect is caused by a specification we have not approved in writing;
- (viii) the defect is caused by your use of Goods (or the vehicle in which they have been installed) in adverse conditions or in an unacceptable way where speed calming devices are installed;
- (ix) the defect is caused by vandalism, fair wear and tear, neglect, abuse or misuse, or accidental damage.

8.6 **Defect Services.** We warrant that the Services will be carried out using reasonable care and skill and we will rectify any defects due to our negligence that happen within 6 months of the completion date. Our liability will be limited to rectifying the defective Services.

8.7 **Your rights as a consumer.** Where the Goods are sold under a consumer transaction (as defined by the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982) your statutory rights are not affected by these Terms.

## 9. CANCELLATION

No order given by you which has been accepted by us may be cancelled except where expressly agreed by us in writing at our absolute discretion.

## 10. INDEMNITY

You will indemnify us, and keep us indemnified from and against any loss, damage, liability, cost, and expense (including legal fees) we suffer as a result of or in connection with your breach of any of your obligations under these Terms or the Contract. Your liability to us will be limited to the value of the relevant Goods or Services.

## 11. LIMITATION OF LIABILITY

11.1 **Our Liability.** We will be liable to you for:

- (a) breach of these Terms; and
- (b) any representation, statement, or act or omission (including negligence).

11.2 **Warranties.** All warranties, conditions and other terms implied by law are excluded from the Contract as far as legally permissible.

11.3 **Liability not limited.** Nothing in these Terms limits the liability we have for:

- (a) Death or personal injury caused by negligence;
- (b) Fraud or fraudulent misrepresentation; and
- (c) Any other losses which cannot be excluded or limited by applicable laws.

11.4 **Total Liability.** Our total liability to you, will be limited to the Contract price for the relevant Goods and Services.



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- 11.5 **Exclusions.** Subject to Clause 11.4, we will not be liable to you for any special, indirect or consequential loss or damage, costs, expenses, or other claims for consequential compensation that are connected to the Contract, including:
- (a) costs of hiring replacement vehicles
  - (b) loss of profit;
  - (c) loss of revenue;
  - (d) loss or corruption of data;
  - (e) loss or corruption of software or systems;
  - (f) loss or damage to equipment;
  - (g) loss of use;
  - (h) loss of production;
  - (i) loss of contract;
  - (j) loss of commercial opportunity;
  - (k) loss of savings, discount or rebate (whether actual or anticipated);
  - (l) harm to reputation or loss of goodwill; and/or
  - (m) wasted expenditure.
- 11.6 **Your negligence.** We will not be liable if loss or damage is caused by your acts or omissions.
- 12. TERMINATION**
- 12.1 **Termination for cause.** We may cancel the Contract or suspend further deliveries under the Contract at any time if:
- (a) you take steps to commence any insolvency process;
  - (b) you suffer any seizure of your property, fail to perform any of your obligations under the Contract, are unable to pay your debts, or cease or threaten to cease to trade;
  - (c) if we reasonably believe any of the above will occur and we notify you accordingly; or if we reasonably believe any of the above will occur and we notify you accordingly; or
  - (d) you breach this Contract, and such breach is incapable of remedy, or, if such breach is remediable, you do not do so within 7 days of our notification of breach.
- 12.2 **Consequences of termination.** If we cancel the Contract in accordance with Clause 12, then without prejudice to any other rights or remedies we may have, we may suspend any further deliveries without liability to you. Any undue payments for delivered Goods will be due immediately.
- 13. EXPORT TERMS**
- 13.1 **Compliance.** It is your responsibility to comply with the laws and regulations of the country the Goods are destined, and any duties on them. We will not have liability if you fail to comply with these.
- 13.2 **Export location.** All terms of this Clause are applicable when the Goods are exported from the UK.
- 13.3 **Incoterms.** If there is any conflict between the terms of the Contract and international rules for the interpretation of trade terms of the International Chamber of Commerce 2020 ("**Incoterms**"), the Contract will take precedence.
- 13.4 **Free on board.** The Goods shall be delivered FCA under Incoterms to the location named on your order (or as otherwise agreed in writing by both parties).
- 13.5 **Insurance.** You are responsible for arranging all costs of freight and insurance from when the Goods pass the ship's rail at the port of shipment. We will not be obligated to notify you to enable you to arrange insurance of the Goods.



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13.6 **Damage to the Goods.** You are responsible for testing and inspecting the Goods at our premises before shipment. We are not liable for any claim in respect of any defect in the Goods after the shipment, or during transit.

## 14. HUMAN RIGHTS AND MODERN SLAVERY

Both parties shall comply with all applicable child labour and human rights laws, including all conventions or guidelines in relation to the prevention of child labour adopted by the International Labour Organisation (or a similar or replacement body), including the Minimum Age Convention, and the European Convention on Human Rights (or similar conventions for the protection of human rights adopted anywhere in the world) and the Modern Slavery Act 2015.

## 15. ANTI-CORRUPTION COMPLIANCE

15.1 **Compliance with laws.** Both parties shall comply with all applicable anti-bribery laws and regulations, including the US Foreign Corrupt Practices Act and the UK Bribery Act 2010.

15.2 **Compliance warranty.** Both parties warrant that they will not give, offer or make (either directly or through a third party) the payment of any financial or other advantage to any third parties, which would cause the other party to be in violation of any applicable anti-corruption laws, including the US Foreign Corrupt Practices Act and the UK Bribery Act 2010.

15.3 **Disclosure.** Each party will disclose to the other party all payments it has made, is obliged to make or intends to make to any agents, brokers, intermediaries or other third parties in connection with the awarding of or maintenance of the Contract.

15.4 **Termination for breach.** Breach of this Clause will be deemed an irremediable material breach and will entitle either party to terminate the Contract.

## 16. GENERAL

16.1 **Assignment.** You shall not assign your rights or obligations without our prior written consent. We may assign or sub-contract the rights and obligations to any person, firm, or company.

16.2 **Variation.** Any variation to these Terms or representations about Goods or Services must be agreed in writing by us.

16.3 **Intellectual Property Rights.** You shall not remove, obscure, alter or tamper with any plate, trade, or identification mark that we place on the Goods. The copyright and intellectual property rights of all information, drawings, models, know-how, samples, designs, and similar items relating to Goods or Services that are prepared by us, shall remain our property and shall not pass to you. Nothing in these Terms or any supply to you grants any ownership or rights over such assets beyond any legal minimum rights essential to the use of any Goods and/or Services.

### 16.4 **Force Majeure.**

(a) We will not be liable, or deemed to be in breach of these Terms, for any delays or failures in our performance resulting from any Force Majeure Event. If a Force Majeure Event occurs, we will notify you, providing details of the event and when it started. If the Force Majeure Event continues for more than 90 days, either party may terminate the Contract on written notice to the other party.

(b) For the purposes of this Clause, a “**Force Majeure Event**” means any event or sequence of events beyond our reasonable control including, but not limited to, (a) an act of God, fire, flood, drought, earthquake, windstorm or other natural disaster; (b) an act of any sovereign including war (or threat of, or preparation for war), armed conflict (or threat of, or preparation for, armed





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conflict), invasion, act of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation; (c) acts of terrorism, civil war, civil commotion or riot (or the threat of, or preparation for, acts of terrorism, civil war, civil commotion or riot); (d) civil emergency (whether an emergency be declared or not); (e) fire or explosion (other than, in each case, one caused by breach of contract by, or with the assistance of, the party seeking to rely on it as a force majeure event or by a member of the same group as such party), (f) adverse weather conditions; (g) nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority; (h) embargo, blockade, imposition of sanctions or breaking off of diplomatic relations or similar actions; (i) radioactive, nuclear, chemical or biological contamination or sonic boom, pressure waves caused by aircraft travelling at sonic or supersonic speeds; (j) law, or governmental order, rule, regulation or direction, judgment, order or decree; (k) epidemic or pandemic; (l) labour dispute including, but not limited to, strikes, industrial action, lockouts or boycott; (m) interruption or failure of utility service including to electric power, gas, water, internet or telephone service; (n) loss at sea; (o) collapse of building structures; (p) failure of the transportation of any personnel, equipment, machinery supply or material required by a party for performance of the agreement; (q) failure of plant machinery, machinery, computers or vehicles; (r) non-performance by suppliers or sub-contractors; (s) malicious or negligent damage or other act (other than, in each case, by the party seeking to rely on it as a force majeure event or by a member of the same group as such party); (t) any action taken by a government or public authority, including, but not limited to, a failure to grant a necessary licence or consent or the imposition of an export restriction, import restriction, quota or other restriction or prohibition; (u) accidental damage or other act; or (v) cyber attack, incident or intrusion.

- 16.5 **Rights and remedies.** Our rights and remedies under this Contract are without prejudice to any other rights or remedies we may have.
- 16.6 **Severability.** If any part of these Terms is held to be illegal, invalid, or unenforceable, the rest of the Terms shall remain enforceable and valid.
- 16.7 **Waiver.** Where we do not exercise any right we have under these Terms, this does not mean we have waived this right, nor does it restrict us from exercising it at a later date.
- 16.8 **Notices.**
- (a) **Notices to us.** All required communications and notices from you to us shall be in writing via email, which in the case of notices to us shall be sent to [notices@alexander-dennis.com](mailto:notices@alexander-dennis.com). Notices will be deemed as received at the time of transmission if sent by 4pm on a business day; otherwise on the next business day.
- (b) **Notices to you.** All required communications and notices from us to you shall be in writing via email (if provided by you), or the address of your registered office or place of business. If notices are sent by email, they will be deemed as received at the time of transmission if sent by 4pm on a business day, otherwise on the next business day. If notices are posted, they shall be deemed as received on the second business day after posting.
- 16.9 **Third parties.** No parties outside the Contract shall have any rights to enforce its provisions under the Contract (Third Party Rights) (Scotland) Act 2017.



A L E X A N D E R  
D E N N I S

16.10 **Disputes.**

- (a) **Notice.** We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the goods you ordered, our service to you or any other matter, please contact us as soon as possible using the contact details set out in Clause 0(a)
- (b) **Dispute resolution procedure.** Should a dispute on the performance, validity, or enforceability of the Terms or the Contract arise (“**Dispute**”), the parties shall:
  - (i) give notice of the Dispute setting out full details and the relevant documents (“**Dispute Notice**”) and on receipt of this, the senior managers of both parties shall act in good faith to resolve the Dispute;
  - (ii) if the Dispute cannot be resolved by the senior managers within 60 days of the Dispute Notice, then the parties’ directors shall act in good faith to resolve it;
  - (iii) if the dispute cannot be resolved by the directors in 15 days, the parties shall attempt to settle it by the CEDR Model Mediation Procedure. To start this process, a party must serve notice on the other party requesting mediation (“**ADR Notice**”) and the mediation will begin 10 days from the ADR Notice;
  - (iv) the parties may begin court proceedings 45 days after the ADR Notice; and
  - (v) if the Dispute is not resolved within 90 days from the ADR Notice, either party fails to participate in the mediation, or the mediation terminates before the 90 days; then the Dispute shall be resolved by the courts of the Jurisdiction.

17. **Governing law and Jurisdiction.** These Terms and the Contract shall be governed by the laws of Scotland and the courts of Scotland shall have exclusive jurisdiction to settle any disputes in relation to it.