

Customer Terms and Conditions (“these Conditions”)

1. Definitions

1.1. In these Conditions, the following definitions apply:

Account Customer: a Customer who has been approved by Airflow for credit terms and holds an active trade account with Airflow, as distinct from Customers who purchase on a proforma invoice or immediate basis.

Airflow: Airflow Developments Limited (registered in England and Wales with company number 00550374).

Bespoke Manufacturing Quotation: a quotation for bespoke manufactured Goods and/or Services provided by Airflow, incorporating these Conditions.

Building Regulations: the Building Regulations 2010 (SI 2010/2214) as amended, extended or re-enacted from time to time.

Building Safety Laws: the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984, the Building Regulations, any statutory instrument, regulation, rule, order, code of practice or guideline made under the aforementioned having the force of law which affects the Site; and any building safety laws and regulations which affects the Site or performance of any obligations under the Contract and any guidance issued and/or updated from time to time by a government department, the Health and Safety Executive in connection with the legislation referred to in this definition.

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

Call Out: has the meaning given in condition 6.1.

Commissioning Work: has the meaning given in condition 6.10.

Conditions: the terms and conditions set out in this document.

Contract: the contract between Airflow and the Customer for the sale and purchase of the Goods and/or Services which is formed of the Order and these Conditions.

Customer: the person or firm purchasing Goods and/or Services from Airflow.

Debit Note: a commercial document issued by an Account Customer to Airflow formally requesting a credit or refund, specifying the relevant Goods and/or Services, Order or Invoice number and specifying the reason for the request, in accordance with these Conditions.

Design Proposal: a proposal provided by Airflow for Goods and/or Services (including design services) provided by Airflow, incorporating these Conditions.

Domestic Budget Estimate: an estimate for Goods and/or Services provided by Airflow, incorporating these Conditions.

Export Quotation: a quotation for export of Goods provided by Airflow, incorporating these Conditions.

Force Majeure Event: has the meaning given in condition 20.

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

Incoterms: the international rules for the interpretation of trade terms published by the International Chamber of Commerce.

Order: the Customer's order for Goods and/or Services, in the form of an order placed via Airflow's website, or in the form of a purchase order issued by the Customer formally accepting any Quotation, Bespoke Manufacturing Quotation, a Design Proposal, an Export Quotation or a fully completed Service / Warranty Call Out Request Form, all of which may or may not include a Specification or the Customer's written acceptance of a Quotation, as the case may be. Each Order shall include the relevant document of which it constitutes acceptance, as listed in this definition. For the avoidance of doubt, "Order" includes any request for Goods intended for export (including to Northern Ireland), and for such export Orders, Incoterms and applicable export controls shall be as set out in these Conditions and/or specified in the relevant Order confirmation.

Quotation: a quotation for Goods and/or Services (including design services) provided by Airflow, incorporating these Conditions.

Site: the site where the Goods are to be delivered to the Customer and/or the site where the Services are to be provided by Airflow to the Customer.

Services: the services to be provided by Airflow to the Customer (whether in connection with a Call Out or otherwise) as detailed in the Order and/or Specification.

Service Level Agreement: the service levels agreed in writing by the parties, in accordance with which the Goods and/or Services are to be supplied, or as appropriate, provided where such Goods and/or Services are bespoke to the Customer's own requirements.

Service/Warranty Call Out Request Form: the form to be completed by the Customer if requesting a Call Out and available from Airflow's Customer Services Department on 01494 560800 or by email at customer_services@airflow.com.

Specification: the written description or specification for the Goods and/or Services, including any related plans and drawings which are supplied to Airflow by the Customer, or produced by Airflow and agreed in writing by the Customer.

2. Basis of Contract

- 2.1. The Contract shall be formed upon the date that Airflow issues a written acceptance of the Order or when Airflow delivers or begins to manufacture the Goods and/or provides the Services (whichever is the sooner).
- 2.2. The Contract constitutes the entire agreement between the parties. 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) or any other terms implied by trade, custom, practice or course of dealing that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 2.3. In the event of any ambiguity or discrepancy between the documents which constitute the Order and these Conditions, the terms in these Conditions shall prevail.

- 2.4. Any samples, drawings, descriptive matter, or advertising issued by Airflow and any descriptions or illustrations contained in Airflow's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the products described in them. They shall not form part of the Contract or any other contract between Airflow and the Customer for the sale of the Goods and/or the provision of Services.
- 2.5. A Quotation for the supply of Goods and/or the provision of Services given by Airflow shall not constitute an offer. A Quotation shall only be valid for the period specified on it and if no such period is specified, it can be withdrawn at any time.

3. **Customer Obligations**

The Customer shall:

- 3.1. ensure that the Order contains the appropriate product codes and prices and any Service Level Agreement, as agreed with Airflow, and that the terms of the Order and any information provided in the Specification are complete and accurate and shall notify Airflow of any corrections or changes prior to the commencement of bespoke manufacturing, delivery of Goods or commencement of providing the Services. For the avoidance of doubt, where there have been pre-sale discussions between Airflow and the Customer and/or the Customer's end user involving a number of differing options with regard to features or price in more than one Quotation, it shall be the responsibility of the Customer to state in the Order which version of the Quotation is required by the end user. Airflow shall accept no responsibility if the version of the Quotation is not so confirmed in the Order;
- 3.2. co-operate with Airflow in all matters relating to the supply of the Goods and/or the provision of the Services;
- 3.3. comply with Airflow's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods, including the information in the Specification, installation and operating instructions and user manual which may be supplied by Airflow to the Customer, or (if there are no such instructions) good trade practice;
- 3.4. provide Airflow, its employees, agents, consultants and subcontractors, with access to the Site and other facilities as reasonably required by Airflow;
- 3.5. provide Airflow with such information and materials as Airflow may reasonably require in order to supply the Goods and/or provide the Services, and ensure that such information is accurate in all material respects;
- 3.6. prepare the Site for the delivery of the Goods and/or receipt of the Services, ensure adequate labour and suitable equipment is available, and ensure there is a suitable working area for the performance of the Services by Airflow at the Site;
- 3.7. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Goods and/or Services are to be supplied or, as applicable, provided;
- 3.8. acknowledge that Quotations and Orders made by Airflow are derived from diagrams and specifications and not from any site survey or local knowledge of building control preferences. In every case it is the Customer's responsibility to check with the appropriate building control body, private inspector and/or local authority before submitting an Order to consider what is necessary in relation to the Goods and/or the Services for the purposes of relevant building regulations and building safety;

- 3.9. ensure that they comply (and that any other appointed consultants, contractors and subcontractors comply) with their responsibilities as a “client” under the Building Safety Laws, that the relevant dutyholders are appointed pursuant to the Building Safety Laws and ensure that the aforementioned consultants, contractors and sub-contractors co-operate and collaborate with Airflow so as to ensure compliance with the Building Safety Laws. For the avoidance of doubt Airflow shall not be appointed as a dutyholder other than as a “designer” under the Building Safety Laws and such appointment shall not be deemed to be made unless such appointment is stated in the Order;
- 3.10. ensure that any designs prepared by Airflow are verified and checked by the Customer’s own design team, in particular with regard to fire engineering and structural, mechanical and electrical engineering, and the Customer shall satisfy itself as to the suitability of the design produced by Airflow for its intended purpose and its compliance with statutory requirements including the Building Safety Laws;
- 3.11. keep and maintain all materials, equipment, documents and other property of Airflow (**Airflow Materials**) at the Customer’s premises in safe custody at its own risk, maintain Airflow Materials in good condition until returned to Airflow, and not dispose of or use Airflow Materials other than in accordance with Airflow’s written instructions or authorisation; and
- 3.12. ensure that any resale of Goods by the Customer to a third party (whether or not an end user) shall not create or imply any contractual right or remedy on the part of that third party against Airflow, even if Airflow participates with the Customer and the third party in any pre-sale discussions. The Customer shall indemnify Airflow in respect of any actions, claims, costs, damages, expenses, losses or other liabilities which Airflow may suffer or incur arising from any contractual claim brought against it by any such third party.
- 3.13. The Customer further acknowledges and agrees that Airflow’s product liability insurance only covers certain specified territories as notified to the Customer from time to time. Airflow shall have no liability whatsoever (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any loss, damage or claim arising out of or in connection with any Goods which are supplied, resold, distributed or otherwise made available in any territory not covered by Airflow’s product liability insurance policy as in force at the date of supply.

4. Customer Default

- 4.1. If performance by Airflow of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any obligation set out in condition 3 or other relevant obligation (**Customer Default**):
 - 4.1.1. Airflow shall without limiting its other rights or remedies have the right to suspend performance of the Contract until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Airflow’s performance of any of those obligations;
 - 4.1.2. Airflow shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer’s failure or delay to perform any of its obligations as set out in condition 3; and
 - 4.1.3. the Customer shall reimburse Airflow on written demand for any costs or losses (including any legal costs and expenses in defending claims brought against Airflow

by the Customer or by any third party) sustained or incurred by Airflow arising directly or indirectly from the Customer Default. In particular, Airflow shall be entitled to reimbursement of manufacturing costs in full for any Goods manufactured on a bespoke basis for which manufacturing has commenced.

- 4.2. Once the manufacture of any Goods that are made to the Customer's specification or are clearly personalised (**Bespoke Goods**) has commenced, the Customer shall not be entitled to cancel or terminate the Order for such Bespoke Goods, whether in whole or in part, except with the prior written consent of Airflow. In the event that Airflow does consent to such cancellation or termination, the Customer shall indemnify and keep indemnified Airflow in full against all losses (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Airflow as a result of such cancellation or termination, including any reasonable demobilisation costs. Nothing in this condition shall affect Airflow's right to claim payment up to 100% of the contract price for Bespoke Goods where manufacture has commenced.

Conditions – Services

5. Provision of Services

- 5.1. Airflow shall provide the Services to the Customer in accordance with the Order and the Specification in all material respects.
- 5.2. Airflow 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.
- 5.3. Airflow shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Airflow shall notify the Customer in any such event.
- 5.4. Airflow warrants to the Customer that the Services will be provided using reasonable care and skill.
- 5.5. Airflow shall not be liable for any loss, damage, defect, delay, claim proceedings or costs in connection with any design which has not been prepared by Airflow.

6. Call Outs and Commissioning Work

- 6.1. Subject to condition 6.3 the Customer may request an appointment with an Airflow service engineer to assess and, if Airflow determines appropriate, to repair or replace a Good or other product which has been supplied by Airflow to the Customer or a third party (a **Call Out**) by contacting Airflow's Customer Services department by telephone on 01494 560800 or by email to customer_services@airflow.com. A request by the Customer for a Call Out shall constitute a new Order and these Conditions shall apply accordingly.
- 6.2. A Call Out shall take place on a Business Day at a time and place agreed between the Customer and Airflow. Airflow shall endeavour to undertake any necessary repairs or replacements during this time, subject to the Customer agreeing the additional cost (if any) of such repairs or replacements. If Airflow is not able to complete a repair or replacement during a Call Out appointment for any reason, the Customer may request additional Call Out appointments and each Call Out shall be charged in accordance with condition 6.4.

- 6.3. Unless otherwise agreed, Call Outs are not available in connection with Goods which have been purchased and/or installed outside of the United Kingdom.
- 6.4. The cost to the Customer of each Call Out shall be in accordance with Airflow's standard rates as notified by the Customer from time to time, agreed between the parties in writing, and paid in advance in full and cleared funds by the Customer prior to the Call Out. Unless otherwise agreed in writing, charges will include travel time, expenses, labour, and any materials used during such services. Airflow shall invoice separately for these services and payment terms shall be as set out in this Condition 6 and Condition 16.
- 6.5. The Customer may cancel any Order for a Call Out not later than 24 hours prior to the agreed date and time of the Call Out without incurring a cancellation fee.
- 6.6. If the Customer cancels an Order for a Call Out not later than 24 hours prior to the agreed date and time of the Call Out and the Customer has made any payment to Airflow in advance for the Call Out, Airflow will refund the amount of the payment to the Customer.
- 6.7. If the Customer cancels an Order for a Call Out less than 24 hours prior to the agreed date and time of the Call Out, no refund will be given by Airflow.
- 6.8. During a Call Out, Airflow shall only assess electrical cables which are directly connected to the Good or product which is the subject of the Call Out and, upon Airflow's request, the Customer shall ensure that any such cables are isolated. Airflow shall not be liable for accidental damage caused by its representatives during a Call Out in connection with trying to access any product which is the subject of the Call Out.
- 6.9. In the event that the Customer is not satisfied with the service provided by an Airflow service engineer during a Call Out, the Customer should immediately contact Airflow's Customer Services Department on 01494 560800 or by email at customer_services@airflow.com. A new Call Out appointment shall be arranged in accordance with condition 6.1 and the charges set out in condition 6.4 shall apply to each new Call Out. Subject to Airflow accepting that there is a valid reason for the Customer's complaint and that such fault arises from a failure by Airflow to provide the Services using reasonable care and skill and that such fault arose within a 30 day period commencing on the date of the original Call Out, Airflow shall reimburse any payment made by the Customer in respect of the additional Call Out and, at Airflow's option, repair any defect, or refund the price of the original Call Out in full.
- 6.10. **Commissioning Work** means any activity undertaken by Airflow at the Customer's request to test, adjust, or certify the operation of Goods supplied under this Contract, including but not limited to site visits for system start-up, performance verification, or compliance checks.
- 6.11. Commissioning Work and Call Outs are chargeable in accordance with Airflow's standard rates as notified to the Customer from time to time or as otherwise agreed in writing. Unless otherwise agreed in writing, charges will include travel time, expenses, labour, and any materials used during such services. Airflow shall invoice separately for these services and payment terms shall be as set out in this Condition 6 and Condition 16.
- 6.12. Airflow shall exercise reasonable skill and care in performing Commissioning Work and Call Outs. Except as expressly stated in these Terms and Conditions, Airflow shall not be liable for any loss or damage arising from reliance on commissioning results or advice given during Call Outs unless such loss is caused by Airflow's negligence or wilful misconduct. The limitations of liability set out in Condition 18 apply to all Commissioning Work and Call Outs.

7. Specification and Design

- 7.1. Notwithstanding any other terms or conditions in the Contract, in providing the Services and/or the preparation of any Design Proposal and/or Specification, Airflow shall exercise reasonable skill and care in accordance with the normal standards of its profession.
- 7.2. Airflow owns all intellectual property rights (including copyright) relating to the Specification and any designs produced by Airflow. Airflow grants the Customer a revocable, non-exclusive, terminable royalty-free licence to copy and make full use of any designs prepared by Airflow for any purpose relating to the Order, including the design, construction, completion, reconstruction, modification, refurbishment, and repair of the Site. In the event that the Customer does not proceed with an Order or cancels an Order the grant of the licence to copy and make full use of any designs prepared by Airflow in this condition 7.2 shall be revoked.
- 7.3. The Customer may not grant a sub-licence of the licence in Condition 7.2 or transfer it to third parties.
- 7.4. Airflow shall not be liable for use of the Specification and/or designs produced by Airflow for any purpose other than that for which it was prepared and/or provided.
- 7.5. The Customer agrees that Airflow has relied and will rely on information provided by the Customer and Airflow shall not be liable for any defects, errors or defaults arising as a direct or indirect consequence of errors, inconsistencies or inadequacies in the information provided by the Customer.
- 7.6. Airflow shall submit any designs or recommendations for domestic ventilation using Intermittent Extractor Fans, Continuous Mechanical Extract (centralised and decentralised) and Continuous Mechanical Supply and Extract with Heat Recovery in accordance with the Building Regulations, Approved Document F, current at the time of submission.
- 7.7. Where Intermittent Extractor Fans and Continuous Mechanical Extract as outlined in the Building Regulations, Approved Document F are specified or provided by Airflow, the Customer shall ensure that adequate provision is made for background ventilation.
- 7.8. The Customer shall ensure that:
 - 7.8.1. The installation shall be carried out in accordance with the Specification and the Order and shall ensure that all ducting is installed in line with Approved Document F. Failure to adhere to the design or comply with the Building Regulations and Approved Documents F and L will invalidate warranty and Airflow will not be held accountable for the performance of the system. Airflow shall not be liable for any direct or indirect loss, damage, defect, claim or proceedings whatsoever in connection with any installation work whether in contract, tort or according to any other statutory liability.
 - 7.8.2. MVHR systems are installed, balanced and commissioned by an accredited ventilation installer and installed as designed by a competent person who has been on a recognised competent person scheme.
- 7.9. Airflow shall not be responsible or liable for:
 - 7.9.1. any design or amendment to Airflow's design produced by the Customer or any third party;
 - 7.9.2. fire protection compliance, including compliance with Part B of the Building Regulations;

7.9.3. any design (including design relating to fire strategy) other than the specification of the type and location of the Goods and any ductwork plans provided by Airflow to the Customer in accordance with the Order.

7.10. Airflow shall not be liable to any person for any direct or indirect loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of or reliance on any recommendations, introductions or information provided by Airflow.

Conditions – Goods

8. Delivery

8.1. Airflow shall ensure that each delivery of Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Airflow 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 Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

8.2. Airflow shall:

8.2.1. make the Goods available for collection by the Customer at the Airflow's premises as set out in the Order. The Customer shall collect the Goods within the period specified in the Order; or

8.2.2. deliver the Goods to the location set out in the Order or to such other location as the parties may agree in writing (**Delivery Location**) at any time after Airflow notifies the Customer that the Goods are ready for delivery. Airflow reserves the right to levy an additional delivery charge if the Delivery Location is not at the Customer's primary place of business or an express delivery is requested.

8.3. Delivery of the Goods shall be complete when the Goods arrive at the Delivery Location or, if the Customer is to collect the Goods, on completion of the loading at Airflow's premises.

8.4. It is the Customer's responsibility to ensure that a person duly authorised to sign on its behalf to acknowledge receipt of the Goods is present at the Delivery Location at the time of delivery. Signature upon receipt of the Goods will be proof of delivery. The Customer shall indemnify and keep indemnified Airflow against all liabilities, costs, expenses, damages and losses suffered or incurred by Airflow arising out of or in connection with any breach by the Customer of its obligations under this condition 8.4.

8.5. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Airflow shall not be liable for any delay in delivery of the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Airflow with adequate delivery instructions or any other instructions that are relevant to the delivery of the Goods.

8.6. Airflow may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not of itself entitle the Customer to cancel any other instalment.

9. Inspection of Goods

- 9.1. Any claim for non-delivery of Goods shall be communicated to Airflow in writing within 5 Business Days of the date of the relevant invoice that relates to the Goods.
- 9.2. If Airflow fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 9.3. After receipt of a delivery of the Goods, the Customer shall, within 3 Business Days, visually inspect the Goods to ensure that it is satisfied with the Goods, that the Goods conform with their description and the Specification and that no damage or loss in transit has occurred to the Goods. Any claims for defects of this nature shall be communicated to Airflow in writing during this 3 Business Day period.
- 9.4. Airflow shall consider any request by the Customer to deliver Goods direct to the Customer's end user's site but if Airflow agrees (at its discretion) to do so, any notification of non-conformity, damage or shortages in respect of such Goods must be made to Airflow within 24 hours of delivery to the end user. Airflow will not be responsible to the Customer or the end user in the event of any later notification, nor shall it be responsible if the Goods are subsequently installed at the end user's site by or on behalf of the end user.
- 9.5. Any quantities of Goods that are rejected by the Customer or an end user for a reason contemplated by condition 9.3 or 9.4 shall be returned to Airflow and, subject to Airflow accepting that there is a valid reason for the rejection of those Goods, Airflow will make good any defect by, at its discretion, repairing, replacing or procuring a replacement of the Goods at no expense to the Customer and Airflow will reimburse the Customer the cost of returning the Goods. The obligations of Airflow set out in this condition 9.5 shall be the Customer's sole remedy for rejected Goods and Airflow shall not have any further liability in respect of the Goods whether such liability arises by contract, in tort (including negligence), by statute, common law or otherwise.
- 9.6. Subject to the Customer's right to reject the Goods under this condition 9, the Customer shall be deemed to have accepted the Goods on delivery.

10. Failure Caused by Customer to Deliver Goods

- 10.1. If the Customer fails to take delivery of the Goods within 10 Business Days of Airflow notifying the Customer that the Goods are ready for delivery, then, except where such failure or delay is caused by a Force Majeure Event or Airflow's failure to comply with its obligations under the Contract:
- 10.2. Delivery of the Goods shall be deemed to have been completed at 9.00 am on the 10th Business Day following the day on which Airflow notified the Customer that the Goods were ready for delivery; and
- 10.3. Airflow shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

11. Quality of Goods

- 11.1. Without prejudice to condition 11.6, Airflow warrants that on delivery, and for a period of 12 calendar months from the date of delivery or such other period (if any) agreed in writing between the parties (**the Warranty Period**), the Goods shall conform in all material respects with their description and any applicable Specification and be free from material defects in design, material and workmanship.

- 11.2. Subject to condition 11.3, if an Account Customer or end user gives notice in the form of an email, letter or Debit Note to Airflow during the Warranty Period within a reasonable time of discovering that some or all of the Goods do not comply with the warranty set out in condition 11.1:
- 11.2.1. such notice must be provided in respect of Account Customers, by way of a Debit Note issued to Airflow referencing the relevant Goods and Order number;
 - 11.2.2. such notice must be provided in respect of end users who do not hold an account by email or other written communication acceptable to Airflow referencing the relevant Goods and Order number;
 - 11.2.3. the Customer may request a Call Out in accordance with condition 6; and
 - 11.2.4. the Customer shall give Airflow a reasonable opportunity of examining those Goods and, if requested to do so by Airflow, shall return those Goods to Airflow in accordance with the returns process set out in condition 11.3.
- 11.3. This condition 11.3 sets out the returns process that applies where the Customer has given notice of a warranty claim under condition 11.2 and Airflow has requested the return of Goods for examination under condition 11.2.4.
- 11.3.1. Before returning any Goods to Airflow, the Customer must:
 - (a) confirm that the Goods are within the Warranty Period specified in condition 11.1;
 - (b) in the case of Account Customers, raise a Debit Note in accordance with condition 11.2.1 and send it to Airflow Customer Services at customer_services@airflow.com;
 - (c) in the case of non-account customers, provide written notice in accordance with condition 11.2.2 to Airflow Customer Services at customer_services@airflow.com;
 - (d) ensure that the Debit Note or written notice includes the following information:
 - (i) the Customer's Order number or Airflow's invoice number (or another valid Airflow reference);
 - (ii) the Airflow product codes for the Goods to be returned;
 - (iii) the quantity of Goods to be returned;
 - (iv) the price paid on the original Order or invoice;
 - (v) a detailed description of the reason for return, including the nature of the alleged defect or non-conformity; and
 - (vi) photographic evidence of the defect (where reasonably practicable).
 - 11.3.2. Once the Debit Note or written notice has been reviewed and approved by Airflow Customer Services, Airflow shall issue a Return Material Authorisation (**RMA**) number to the Customer. Together with the RMA number, Airflow shall provide:
 - (i) for items weighing 4kg or less: freepost return details to enable the Customer to return the Goods at no cost to the Customer;
 - (ii) for items weighing more than 4kg: details of a courier collection service to be arranged by Airflow at no cost to the Customer (subject to the below).All Goods must be returned to Airflow within 14 days from the date of RMA issuance. The Customer must clearly mark the RMA number on the outside of all packages containing returned Goods.
 - 11.3.3. If Airflow has not received the returned Goods within 7 days of issuing the RMA, Airflow may send a reminder to the Customer.

- 11.3.4. If Airflow has not received the returned Goods within 14 days of issuing the RMA:
- (i) the RMA shall automatically close and expire;
 - (ii) in the case of Account Customers, the Debit Note shall be disclaimed by Airflow;
 - (iii) the warranty claim shall be deemed to have been withdrawn; and
 - (iv) Account Customers must cancel any Debit Note raised and notify its finance department accordingly.
- 11.3.5. Goods received after the 14-day deadline without prior agreement from Airflow may be refused and returned to the Customer at the Customer's expense.
- 11.3.6. Upon receiving returned Goods within the timeframe specified in condition 11.3.2, Airflow's Quality Department shall inspect and test the Goods to determine whether they are defective or non-conforming as claimed by the Customer. Airflow shall use reasonable endeavours to complete the inspection and testing within 10 Business Days of receipt of the returned Goods and Airflow Customer Services shall communicate the outcome of the inspection and testing to the Customer in writing.
- 11.3.7. If, following inspection and testing under condition 11.3.6, Airflow confirms that
- (a) the Goods are defective or do not conform with the warranty in condition 11.1; and
 - (b) none of the exclusions in condition 11.4 apply; then Airflow shall:
 - (i) in the case of Account Customers, issue a Credit Note for the price paid for the defective Goods;
 - (ii) in the case of non-account customers, issue a refund of the price paid for the defective Goods where such Goods were purchased directly from Airflow; or
 - (iii) at Airflow's sole option (and subject to the Customer's agreement), either:
 - (a) repair the defective Goods and return them to the Customer at Airflow's expense; or
 - (b) replace the defective Goods with conforming Goods of equivalent specification at Airflow's expense.
- 11.3.8. If, following inspection and testing under condition 11.3.6, Airflow reasonably determines that
- (a) the Goods are not defective or do conform with the warranty in condition 11.1; or
 - (b) the Goods are outside the Warranty Period or
 - (c) any of the warranty exclusions in condition 11.4 apply (including but not limited to incorrect installation, misuse, failure to follow instructions, or unauthorised modifications) or
 - (d) the warranty is otherwise void under condition 11.4, then Airflow shall:
 - (i) issue a disclaimer notice to the Customer setting out its findings and the reasons why the warranty claim has been rejected;
 - (ii) offer the Customer the following options (to be elected by the Customer within 14 days of receiving the disclaimer notice):
 - Option 1: Arrange collection of the Goods from Airflow's premises at the Customer's own expense within 30 days of the disclaimer notice; or
 - Option 2: Request re-delivery of the Goods to the Customer's premises, in which case Airflow shall deliver the Goods to the Customer and charge a re-delivery fee of £10.00 plus VAT (which shall be invoiced as a separate Order).
- 11.3.9. If the Customer fails to elect one of the options in 11.3.8 sub-clause (d)(ii) above within 14 days, or fails to collect the Goods within 30 days under Option 1, Airflow may
- (a) send a final reminder to the Customer giving a further 7 days to respond; and

- (b) if no response is received within that further 7-day period, dispose of and recycle the Goods in an environmentally responsible manner without further notice to the Customer and without any liability to the Customer.
For the avoidance of doubt, where Goods are disposed of in accordance with 11.3.9(b), the Customer shall remain liable for
 - (i) the original price of the Goods (if not already paid) and
 - (ii) any storage charges that may apply.
- 11.3.10. Where Goods are returned to Airflow under this condition 11.3, the Customer shall ensure that:
 - (a) the Goods are adequately packaged to prevent damage during transit;
 - (b) the original packaging is used wherever possible; and
 - (c) if the original packaging is not available, packaging of equivalent protective quality is used.If returned Goods are damaged in transit due to inadequate packaging by the Customer, Airflow may reject the warranty claim and any costs or losses arising from such damage shall be borne by the Customer.
- 11.3.11. The Customer must not return any Goods to Airflow without first obtaining an RMA number in accordance with this condition 11.3. Any Goods received by Airflow without a valid RMA number may be:
 - (a) refused and returned to the Customer at the Customer's expense, or
 - (b) held by Airflow pending receipt of proper authorisation.
- 11.3.12. All communications regarding returns and RMA requests should be directed to:
Airflow Customer Services
Email: customer_services@airflow.com
Telephone: 01494 525252
Postal Address: Airflow Developments Ltd, Aidelle House, Lancaster Road, Cressex Business Park, High Wycombe, Buckinghamshire, HP12 3QP
- 11.3.13. The returns process set out in this condition 11.3 applies only to warranty claims under condition 11.1 and does not apply to
 - (i) returns due to delivery of incorrect Goods (see condition 9),
 - (ii) returns due to Customer's right of rejection under condition 9, or
 - (iii) any other returns not related to warranty claims.
- 11.4. Airflow shall not be liable for Goods' failure to comply with the warranty set out in condition 11.1 if:
 - (i) the Customer or any end user makes any further use of those Goods after giving notice in accordance with conditions 9.3, 9.4 or 11.2 (as applicable); or
 - (ii) the defect arises because the Customer or end user failed to follow Airflow's oral or written instructions as to the storage, installation, commissioning, use and maintenance of the Goods or (if there are none) good trade practice; or
 - (iii) the defect arises as a result of Airflow following any drawing, design, description or specification supplied by the Customer or end user; or
 - (iv) the Customer or end user alters or repairs those Goods without the written consent of Airflow; or
 - (v) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (vi) the defect arises as a result of incorrect installation and/or failure to comply with good trade practice in relation to the installation of the Goods and/ or if the installer is not recognised by a recognised competent installation body; or
 - (vii) the defect arises as a result of those Goods being used within an application or for a purpose for which those Goods have not been designed; or

- (viii) the Customer or end user fails to give notice in writing to Airflow within the time periods specified in conditions 9.1, 9.3, 9.4 or 11.2 (as applicable); or
- (ix) the Goods differ from the Specification as a result of changes made to ensure they comply with the applicable statutory or regulatory requirements.

- 11.5. For the avoidance of doubt the warranty set out in condition 11.1 will be void if there is a failure to store, install, commission, maintain and use Goods in line with Airflow's written instructions.
- 11.6. Except as provided in this condition 11, Airflow shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in condition 11.1.
- 11.7. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.8. These Conditions shall apply to any repaired or replacement Goods supplied by Airflow and the Warranty Period set out in condition 11.1 shall be deemed to be a period of 12 calendar months from the date of delivery of any such repaired or replacement Goods or such other period (if any) agreed in writing between the parties.
- 11.9. Airflow reserves the right, in the interests of continuous development, to alter specifications without prior notice.

12. Product Recall

- 12.1. If Airflow becomes aware of any defect, safety issue, or regulatory non-compliance affecting any Goods supplied under these Conditions which may require a product recall or corrective action, Airflow shall notify the Customer as soon as reasonably practicable with details of the issue and any steps required to remedy it.
- 12.2. The Customer shall cooperate fully with Airflow in carrying out any recall or corrective action, including but not limited to:
 - 12.2.1. tracing and identifying affected Goods;
 - 12.2.2. notifying downstream purchasers and end users where required;
 - 12.2.3. ceasing further distribution or use of affected Goods upon Airflow's instruction;
 - 12.2.4. returning affected Goods as directed by Airflow; and
 - 12.2.5. providing all reasonable assistance to facilitate the recall process.
- 12.3. Unless otherwise agreed, Airflow shall bear the reasonable direct costs of any recall or corrective action initiated due to a defect, safety issue, or regulatory non-compliance attributable to Airflow. The Customer shall bear such costs where the recall is necessitated by its own acts or omissions.
- 12.4. Airflow's liability in respect of any recall or corrective action shall be limited in accordance with these Conditions except where liability cannot lawfully be excluded or limited.
- 12.5. Airflow maintains product recall insurance and nothing in this condition shall require Airflow to bear costs exceeding such coverage except where liability cannot lawfully be excluded or limited.

12.6. For the avoidance of doubt, nothing in this condition shall prevent Airflow from taking such steps as it considers necessary to comply with applicable laws, regulations, or governmental requirements relating to product safety.

13. Title and Risk

13.1. The risk in the Goods shall pass to the Customer on completion of delivery.

13.2. Title to the Goods shall not pass to the Customer until Airflow has received payment in full (in cash or cleared funds) for:

- (i) the Goods; and
- (ii) all other sums which are, or which become due to Airflow for sales of Goods and/or Services to the Customer.

13.3. Until title to the Goods has passed to the Customer, the Customer shall:

- (i) hold the Goods on a fiduciary basis as Airflow's bailee;
- (ii) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Airflow's property;
- (iii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (iv) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (v) notify Airflow immediately if it becomes subject to any of the events listed in condition 17.2; and
- (vi) give Airflow such information relating to the Goods as Airflow may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.

13.4. If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in condition 17.2 or Airflow reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Airflow may have, Airflow may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

14. Import and Export Licences

14.1. The Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by Airflow, the Customer shall make those licences and consents available to Airflow prior to the relevant shipment. It is the Customer's obligation to acquaint itself and to comply with all applicable requirements and restrictions relating to the possession, use, import, or export of the Goods. It is the Customer's obligation to ensure that no Goods are exported or imported in violation of the laws of any jurisdiction into or through which the Goods are transported during the course of reaching the delivery point. Where necessary, the Customer shall inform Airflow at a reasonable time before delivery of any documents which it is necessary for Airflow to provide in order to allow export of the Goods in compliance with the laws of any relevant jurisdiction.

General terms

15. Insurance

- 15.1. The Customer warrants that it maintains adequate insurance cover appropriate for its business activities relating to the purchase, resale, storage, installation, and use of Goods supplied under these Conditions, including but not limited to:
- (a) public liability insurance;
 - (b) product liability insurance; and
 - (c) such other insurance as may be required by applicable law or reasonably requested by Airflow.
- The Customer shall provide evidence of such insurance coverage to Airflow upon request and shall ensure such coverage is maintained throughout the period during which it holds, stores, installs or resells any Goods supplied by Airflow.

16. Prices and Payment

- 16.1. The price of the Goods and/or Services shall be the price set out in Airflow's written Order confirmation, or if no Order confirmation has been issued, the price set out in the Customer's Order, or, if no price is quoted in the Order, the price set out in Airflow's published price list or the prices visible on Airflow's website in force as at the date of the Order being received by Airflow. Where the price in the Customer's Order for Goods and/or Services is incorrect and does not reflect the price set out in a Quotation or the price set out in Airflow's published price list or the prices visible on Airflow's website current at the time of ordering, Airflow may at its discretion contact the Customer to agree the correct price before dispatching the Goods, or reject the Order and notify the Customer of such rejection. For the avoidance of doubt, the Customer's Order constitutes an offer to purchase and no binding contract shall come into existence until Airflow issues a written Order confirmation or (if earlier) delivers the Goods or commences performance of the Services. Airflow's price list and website contains a large number of Goods and it is always possible that, despite Airflow's best efforts, some of the Goods listed in its price list or on its website may be incorrectly priced. Airflow will normally verify prices as part of its dispatch procedure so that, where the correct price of the Goods is less than the stated price, Airflow will charge the lower amount when dispatching the Goods to the Customer. If the correct price of the Goods is higher than the price stated on Airflow's price list or website, Airflow may, at its discretion, either contact the Customer to offer to supply at the correct price before dispatching the Goods, or reject the Order and notify the Customer of such rejection.
- 16.2. Airflow may, by giving notice to the Customer at any time before delivery of the Goods or provision of the Services, increase the price of the Goods and/or Services to reflect any increase in the cost of the Goods and/or Services that is due to:
- (i) any factor beyond Airflow's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Customer to change the Specification, Service Level Agreement (if applicable), delivery or performance date(s), quantities or types of Goods and/or Services ordered; or
 - (iii) any delay caused by any instructions of the Customer or failure of the Customer to give Airflow adequate or accurate information or instructions.
- 16.3. Unless otherwise agreed in writing or stated on the Order:
- 16.3.1. The price of Goods is inclusive of standard packaging suitable for transit and insurance up to the point of delivery specified in the Order, but exclusive of transport costs, which shall be paid by the Customer when it pays for the Goods or as separately invoiced;

- 16.3.2. Where Airflow agrees to arrange delivery, Airflow reserves the right to levy an additional delivery charge if the Delivery Location is not at the Customer's primary place of business or if express delivery is requested, as set out in condition 8.2;
- 16.3.3. If the Customer elects to collect Goods from Airflow's premises or otherwise arranges its own transport, the Customer shall be solely responsible for arranging and maintaining adequate insurance for transit from the point of collection onwards;
- 16.3.4. If special or enhanced packaging is requested by the Customer, this shall be charged separately.
- 16.4. The price of the Goods or Services is exclusive of amounts in respect of value added tax (**VAT**). The Customer shall, on receipt of a valid VAT invoice from Airflow, pay to Airflow such additional amounts in respect of VAT as are chargeable on the supply of the Goods or provision of the Services.
- 16.5. Airflow may invoice the Customer for the Goods and/or Services at any time prior to dispatch of the Goods or commencement of the Services, or upon dispatch of the Goods or commencement of the Services or at any time after the completion of delivery of the Goods or provision of the Services.
- 16.6. Subject to Condition 16.5, Account Customers shall pay the invoice in full and in cleared funds within 30 calendar days from the end of the calendar month in which the relevant invoice was raised, with the exception of invoices raised in January which shall become due and payable by the 28th day of February. Notwithstanding the foregoing, where an Invoice is issued on the basis that payment is required in advance, including where end users required to make payment upfront, the relevant invoice shall be due and payable immediately upon issue, or as otherwise stated on the invoice, and Airflow shall be entitled to withhold delivery of the Goods or provision of the Services until payment in full has been received. Time of payment is of the essence.
- 16.7. If the Customer fails to make any payment due to Airflow under the Contract by the due date for payment (**Due Date**), then the Customer shall pay interest on the overdue amount at the rate of 2% per annum above HSBC Bank PLC's base lending rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 16.8. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Airflow in order to justify withholding payment of any such amount in whole or in part. Airflow may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Airflow to the Customer.

17. Customer's Insolvency or Change or Control

- 17.1. If the Customer becomes subject to any of the events listed in condition 17.2, or Airflow reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to Airflow, Airflow may cancel or suspend all further deliveries of Goods or provision of Services under the Contract or under any other contract between the Customer and Airflow without incurring any liability to the Customer, and all outstanding sums in respect of Goods and/or Services delivered or provided to the Customer shall become immediately due.

17.2. For the purposes of condition 17.1, the relevant events are:

- (i) the Customer suspends, or threatens to suspend, payment of its debts or, in the opinion of Airflow, is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
- (ii) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- (iii) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this condition 17.2; or
- (iv) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer; or
- (v) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or
- (vi) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets, or
- (vii) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days, or
- (viii) in the opinion of Airflow, the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
- (ix) there is a change of control of the Customer (as defined in section 574 of the Capital Allowances Act 2001).

18. Limitation of Liability

18.1. Nothing in these Conditions shall limit or exclude Airflow's liability for:

- (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (ii) fraud or fraudulent misrepresentation; or
- (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (iv) defective products under the Consumer Protection Act 1987; or
- (v) any other matter in respect of which it would be unlawful for Airflow to exclude or restrict liability.

18.2. Subject to condition 18.1:

- (i) Airflow shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract; and
- (ii) Airflow's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the cost of the Goods supplied and/or Services provided under the Contract.

18.3. Airflow shall not be liable to any person for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of or reliance on any recommendations, introductions or information provided by Airflow in relation to third party suppliers and/or installers.

- 18.4. The Customer acknowledges and agrees that it is solely responsible for ensuring that all Goods are used, installed, operated, and maintained strictly in accordance with Airflow's instructions, Specifications, and any applicable laws or regulations. Airflow shall have no liability whatsoever (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any loss, damage, cost, or expense arising directly or indirectly from any use of the Goods which is not in accordance with such instructions or Specifications, including but not limited to incorrect installation, misuse, modification, or application by the Customer or any third party. The Customer shall indemnify Airflow against all actions, claims, costs, damages, expenses, losses or other liabilities which Airflow may suffer or incur as a result of any such incorrect use.
- 18.5. Airflow shall not be responsible or liable for compliance with the Building Safety Laws of the whole of any project or works to which the Order relates, notwithstanding the Customer's compliance with conditions 3.9 and 3.10.
- 18.6. Nothing in these Conditions shall limit or inhibit Airflow's right to claim or counter-claim for any contribution in negligence from any other party contributing to any liability attributable to Airflow pursuant to the Civil Liability (Contribution) Act 1978.

19. Intellectual Property Rights, Confidentiality and Data Protection

- 19.1. All intellectual property rights in or arising out of or in connection with the Goods, the Services and/or the Contract shall be owned by Airflow.
- 19.2. The Customer acknowledges that, in respect of any third party intellectual property rights, the Customer's use of any such intellectual property rights is conditional on Airflow obtaining a written licence from the relevant licensor on such terms as will entitle Airflow to license such rights to the Customer.
- 19.3. All Airflow Materials (as defined in condition 3.11) are the exclusive property of Airflow.
- 19.4. A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 19.5. The Customer acknowledges and agrees that data which it provides to Airflow will be held on a data base and that personal data will be processed by or on behalf of Airflow for the purposes specified in these Conditions. If the Customer wishes to receive further information about Airflow's privacy policy, please visit Airflow's website at www.airflow.com.
- 19.6. This condition 19 shall survive termination of the Contract.

20. Force Majeure

- 20.1. Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
- 20.2. If the Force Majeure Event prevents Airflow from providing any Goods or Services for more than four consecutive weeks Airflow shall without limiting its other rights or remedies have the right to terminate the Contract immediately by giving written notice to the Customer.

21. Assignment and subcontracting

- 21.1. Airflow may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 21.2. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Airflow.

22. Notices

- 22.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier or fax.
- 22.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 22.1; if sent by pre-paid 1st class post or recorded delivery, at 9.00 am on the 2nd Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.
- 22.3. The provisions of this condition 22 shall not apply to the service of any proceedings or other documents in any legal action.

23. Severance

- 23.1. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

24. Waiver

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

25. No partnership or agency

25.1. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose.

25.2. Neither party shall have authority to act as agent for, or to bind the other party in any way.

26. Third party rights

26.1. A person who is not a party to the Contract shall not have any rights under or in connection with it.

27. Variation

27.1. Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by Airflow.

28. Governing law and jurisdiction

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

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