

EVITAVONNI COLLECTIONS LIMITED - CONDITIONS OF SALE

The Customer's attention is drawn in particular to the provisions of clause 9

1. Definitions and Interpretation

1.1 In these Conditions, the following definitions apply:

Evitavonni Collections: means the relevant Evitavonni Holdings Group Company as specified in the Order;

Evitavonni Holdings Group Company: means Evitavonni Collections Limited Limited (Registered no. **11870236**), who has their registered office at Westwood Barn, Westwood Lane, Normandy, Guildford, Surrey GU3 2JE;

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

Conditions: means the terms and conditions set out in this document, as amended from time to time in accordance with clause 11.8;

Confidential Information: means any and all information provided by either Party under the Contract that is either: (i) marked as being confidential (or in the case of verbal discussions is later confirmed in writing to be confidential); or (ii) information (however communicated) that is of a type that the other Party could reasonably have been expected to know that the information was confidential;

Contract: means any contract between the Parties for the sale and purchase of the Goods, which incorporates these Conditions, the Specification and the Sales Order Confirmation;

Customer: means the person who is purchasing the Goods from Evitavonni Collections under the Contract, as identified in the Sales Order Confirmation;

Force Majeure Event: means has the meaning given in clause 11.1;

Goods: means the goods, (or any part of them), to be supplied under the Contract, as identified in the Sales Order Confirmation;

Order: means the Customer's order for the Goods, as described in clause 2.3;

Party: means, as appropriate, either of Evitavonni Collections or the Customer (and, collectively, the **Parties**);

Sales Order Confirmation: means Evitavonni Collections's written confirmation of the Order for the Goods, incorporating these Conditions; and

Specification: any specification for the Goods that is agreed in writing by the Parties, as described in clause 3.1.

1.2 In these Conditions the following rules apply, unless a contrary intention appears:

1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted, and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.3 any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms; and

1.2.4 a reference to **writing** or **written** includes faxes and e-mails.

2. Basis of contract

2.1 Subject to clause 11.8, these Conditions apply to the Contract to the exclusion of all other terms and conditions, including any terms that the Customer may seek to impose or incorporate under any purchase order, confirmation of order or other document, or which are implied by trade, custom, practice or course of dealing. No terms or conditions endorsed on, delivered with or contained in an order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.2 Unless Evitavonni Collections has expressly confirmed otherwise in writing, any quotation that it may issue from time to time will be entirely non-binding, and will not constitute an offer for the supply of the Goods.

2.3 Each Order will be deemed to be an offer by the Customer to purchase the Goods subject to these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable specification documents submitted by it are complete and accurate.

2.4 No Order will be deemed to have been accepted by Evitavonni Collections, and no Contract will be formed, until a Sales Order Confirmation has been issued by Evitavonni Collections.

- 2.5 Any statements, samples, drawings, descriptive matter, or advertising produced by Evitavonni are produced for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of the Contract or have any contractual force.
- 2.6 The Contract constitutes the entire agreement between the Parties. Except as otherwise provided in these Conditions, all other terms, conditions, warranties and representations (whether oral or in writing) are excluded from any contract between Evitavonni Collections and the Customer and these Conditions supersede any and all prior promises, representations, undertakings or implications. The Customer hereby acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Evitavonni Collections which is not set out in the Contract.
- 2.7 Notwithstanding any other provision in this Contract, Evitavonni Collections may perform any of its obligations and exercise any of its rights granted under this Contract through any Evitavonni Holdings Group Company. The Customer acknowledges and agrees that any act or omission of any Evitavonni Holdings Group Company in relation to Evitavonni Collections's rights or obligations under this Contract shall be deemed to be an act or omission of Evitavonni Collections itself.
- 2.8 Evitavonni Collections reservations policy:
- 2.8.1 The maximum reservation period is 7 calendar days.
- 2.8.2 Evitavonni Collections has the right to remove the reservation any time after 7 days has elapsed without any prior notice. It is the responsibility of the customer to request any extension of the reservation period which may be granted at Evitavonni Collections's sole discretion.
- 2.8.3 A reservation is not deemed to be an offer or purchase or implied to be an acceptance of a purchase.

3. Goods

- 3.1 Any product specifications, including any related plans and drawings, which are submitted by the Customer, in association with an Order or otherwise, will be considered by Evitavonni Collections, but will not form part of the Contract until such time as the Parties have agreed the content in writing, whereupon it will become the Specification, and it will be deemed to form part of the Contract.
- 3.2 Notwithstanding clause 3.1, Evitavonni Collections reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
- 3.3 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer will indemnify, keep indemnified and hold harmless Evitavonni Collections against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Evitavonni Collections in connection with any claim made against Evitavonni Collections for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Evitavonni Collections's use of the Specification.
- 3.4 As outlined below, Evitavonni Collections will ensure that each delivery of the Goods is accompanied by:
- 3.4.1 a delivery note which shows all relevant order reference numbers and any special storage instructions, (if any), the type and quantity of the Goods being delivered and, if Goods are being delivered by installment, the outstanding balance of Goods remaining to be delivered; and
- 3.4.2 **only if requested beforehand** by the customer, the goods will be accompanied by those laboratory test results and applicable notices of compliance with third party certification requirements, (if any), as set out in the Specification.
- 3.5 The customer accepts that Evitavonni Collections fabrics are produced in Batches and it is possible that intrinsic variations will exist from Batch to Batch including but not limited to colour variances, pattern repeat and fabric widths.
- 3.6 Evitavonni Collections reserves the right to adapt a fabric in construction or finish whilst making reasonable efforts to maintain overall similar appearance without notification.

4. Delivery

- 4.1 Evitavonni Collections will deliver the Goods to the location set out in the Sales Order Confirmation, or such other location as the Parties may agree in writing (**Delivery Location**). Subject to clause 4.4, delivery of the Goods will be completed on the Goods' arrival at the Delivery Location.
- 4.2 Any dates quoted for delivery are approximate only and are not guaranteed. The time of delivery is not of the essence.
- 4.3 Subject to the other provisions of these Conditions, Evitavonni Collections will not be liable for any direct, indirect or consequential loss, including, loss of profit, costs, damages, charges or expenses caused by any delay in the delivery of the Goods (even if caused by Evitavonni Collections's negligence), nor will any delay entitle the Customer to terminate the Contract.
- 4.4 If for any reason the Customer fails to take delivery of any of the Goods on arrival at the Delivery Location, or

Evitavonni Collections is otherwise unable to deliver the Goods because the Customer has not provided appropriate instructions, documents, licences or authorisations:

- 4.4.1 risk in the Goods will immediately pass to the Customer (including for loss or damage caused by Evitavonni Collections's negligence);
 - 4.4.2 the Goods will be deemed to have been delivered;
 - 4.4.3 Evitavonni Collections may store the Goods at the Customer's cost until actual delivery (including the cost of insurance); and
 - 4.4.4 if the Customer fails to take delivery of the Goods within five (5) Business Days following the date of delivery, Evitavonni Collections may rescind the Contract and sell the Goods to a third party.
- 4.5 Due to the nature of the production of the Goods, Evitavonni Collections cannot guarantee that it will deliver volumes of the Goods entirely in accordance with the volumes set out in the Sales Order Confirmation. Consequently, Evitavonni Collections shall be entitled to deliver different volumes of the Goods within reasonable tolerances, and the Customer will not be entitled to reject the Goods for such reason. In such event, a pro rata adjustment will be made to the invoice.
- 4.6 Unless the Parties expressly agree otherwise, Evitavonni Collections may deliver the Goods in separate installment. Each separate installment will be invoiced and paid for in accordance with the provisions of the Contract. Any failure by Evitavonni Collections to deliver, or any claim by the Customer in respect of, any one or more of the installment in accordance with these Conditions will not entitle the Customer to treat the Contract as a whole as repudiated.
- 4.7 Evitavonni Collections reserves the right, at its sole option, to cancel or withhold the delivery of any Goods, (in whole or in part):
- 4.7.1 until receipt of a satisfactory credit reference in respect of the Customer, or where the supply of such Goods would exceed any credit limit which Evitavonni Collections may, in its absolute discretion, have granted to the Customer;
 - 4.7.2 if any of the events listed in clause 8.2 occur; or
 - 4.7.3 subject to clause 7.9, if the Customer breaches the Contract and, where such breach is remediable, has not remedied the breach within five (5) Business Days of notice from Evitavonni Collections detailing such breach.
- 4.8 On delivery of the Goods the Customer should immediately check the Goods against the delivery note. Evitavonni Collections can accept no liability for damage, destruction, breakages or shortage, unless notice is given by the Customer to Evitavonni Collections within twenty-four (24) hours of delivery.
- 4.9 Any liability of Evitavonni Collections for non-delivery of the Goods will be limited, at Evitavonni Collections's sole option, to:
- 4.9.1 delivering the Goods within a reasonable time; or
 - 4.9.2 issuing a credit note against any invoice raised for such Goods, at the pro rata Contract rate based on the quantity of the Goods which have not been delivered; or
 - 4.9.3 refunding at the pro rata Contract rate the Price paid for the quantity of the Goods which have not been delivered; and this will be the Customer's sole and exclusive remedy in relation to such non-delivery.

5. Quality

- 5.1 Evitavonni Collections warrants that on delivery the Goods will conform with the Specification in all material respects (including compliance with the third party standards and accreditations, if any, specified therein (the **Product Warranty**)).
- 5.2 Subject to clause 5.3, if:
 - 5.2.1 the Customer gives notice in writing to Evitavonni Collections within a reasonable time of discovery (and in any event not more than seven (7) days after delivery) that some or all of the Goods do not comply with the Product Warranty; and
 - 5.2.2 Evitavonni Collections is given a reasonable opportunity of examining such Goods; and
 - 5.2.3 the Customer, if asked to do so by Evitavonni Collections, returns such Goods to Evitavonni Collections in accordance with Evitavonni Collections's reasonable instructions, and at Evitavonni Collections's cost; Evitavonni Collections will, at its option, repair or replace the defective Goods, or refund the price of faulty Goods at the pro rata Contract rate, based on the quantity of the Goods which are faulty.
- 5.3 Evitavonni Collections will not be liable for Goods' failure to comply with the Product Warranty if:
 - 5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2.1;
 - 5.3.2 the defect arises because the Customer has failed to follow Evitavonni Collections's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or, in the absence of such instructions, has failed to follow good trade practice regarding the same;
 - 5.3.3 the defect arises as a result of Evitavonni Collections following the Specification, or as a result of changes made to the Goods to ensure they comply with applicable statutory or regulatory requirements;
 - 5.3.4 the Customer alters or repairs such Goods without the written consent of Evitavonni Collections; or

- 5.3.5 the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions.
- 5.4 If Evitavonni Collections reasonably considers that any Goods returned in accordance with clause 5.2.3 is actually in accordance with the Product Warranty, or is otherwise not faulty, or that such Goods have been damaged or otherwise caused to be unworkable as a result of any action of the Customer and/or the end user of the Goods, then the customer shall be liable to pay Evitavonni Collections a handling charge of 25 per cent of the total invoice value. Evitavonni Collections may at its sole discretion, return the same Goods, without further liability to the Customer.
- 5.5 These Conditions will apply to any repaired or replacement Goods supplied by Evitavonni Collections.
- 5.6 Except as provided for in this clause 5, Evitavonni Collections will have no liability to the Customer in respect of the Goods' failure to comply with the Product Warranty.
- 5.7 If the customer has made an erroneous purchase then subject to Evitavonni Collections's sole discretion to accept a return of the good, the customer shall be liable to a handling charge of 15 per cent of the total invoice value if the goods are returned to Evitavonni Collections. The goods must be in the same condition as when shipped.
- 5.8 Any goods returned for any reason whatsoever must be in the same condition as when shipped to the customer. Any items received damaged or damaged to insufficient packaging and are deemed unsuitable for resale will forfeit any refunds to the customer.

6. Title and risk

- 6.1 The risk in the Goods will pass to the Customer upon delivery, in accordance with clause 4.
- 6.2 Title to the Goods will not pass to the Customer until Evitavonni Collections has received payment in full, in cash or cleared funds, of all sums due to it in respect of the Goods and all sums otherwise due or becoming due to Evitavonni from the Customer. Evitavonni Collections will be entitled to recover payment for the Goods notwithstanding that ownership of the Goods has not passed from Evitavonni Collections.
- 6.3 Until title to the Goods has passed to the Customer, the Customer will:
 - 6.3.1 hold the Goods on a fiduciary basis as Evitavonni Collections's bailee;
 - 6.3.2 store the Goods at no cost to Evitavonni Collections separately from all other goods held by the Customer, so that they remain readily identifiable as Evitavonni Collections's property;
 - 6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 6.3.5 notify Evitavonni Collections immediately if it becomes subject to any of the events listed in clause 8.2; and
 - 6.3.6 give Evitavonni Collections such information relating to the Goods as Evitavonni Collections may require from time to time; but the Customer may resell or use the Goods in the ordinary course of its business, provided that: (i) any sale will be effected in the ordinary course of the Customer's business at full market value; and (ii) any such sale will be a sale of Evitavonni Collections's property on the Customer's own behalf, and the Customer will deal as principal when making such a sale.
- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2, or Evitavonni Collections 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 Evitavonni Collections may have, Evitavonni Collections 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.

7. Price and payment

- 7.0.1 Evitavonni Collections's price list (including or excluding delivery) is subject to change without notice and (unless otherwise stated) all prices are quoted in Pounds Sterling per meter of fabric. It is the customer's responsibility to check and agree pricing (including any non sterling currency variation) prior to placing a sales order.
- 7.1 Subject to clause 7.2, the price of the Goods will be as set out in the Sales Order Confirmation.
- 7.2 Evitavonni Collections may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in its costs, due to:
 - 7.2.1 any factor beyond Evitavonni Collections's reasonable control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 7.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 7.2.3 any delay caused by any instructions of the Customer, or failure of the Customer to give Evitavonni Collections adequate or accurate information or instructions.
- 7.3 Unless an alternative arrangement is agreed in writing, the price of the Goods is on an ex works basis and is

- therefore exclusive of the costs and charges of packaging, insurance and transport of the Goods, which may be separately invoiced to the Customer.
- 7.4 The price is exclusive of amounts in respect of value added tax (VAT) or equivalent sales tax. The Customer will, on receipt of a valid VAT (or equivalent sales tax) invoice from Evitavonni Collections, pay to Evitavonni Collections such additional amounts in respect of VAT (or equivalent sales tax) as are chargeable on the supply of the Goods.
- 7.5 Unless alternative arrangements have been agreed, Evitavonni Collections will invoice the Customer for the Goods upon shipment. The Customer will pay the invoice in full and in cleared funds by the due date for payment stated on the invoice or, where no due date for payment is stated thereon, within thirty (30) days of the date of the invoice. Payment will be made to the bank account stated on the invoice or otherwise nominated in writing by Evitavonni Collections. Time of payment is of the essence.
- 7.6 Any queries in respect of invoices should be brought to Evitavonni Collections's attention within five (5) Business Days of the date of the invoice. If the Customer reasonably disputes an invoice, the Customer will pay the undisputed sum under the invoice in accordance with clause 7.5 whilst the Customer and Evitavonni Collections try and reach agreement over the disputed amount.
- 7.7 The Customer will pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding. Evitavonni Collections 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 Evitavonni Collections to the Customer.
- 7.8 If the Customer fails to make any payment due to Evitavonni Collections under the Contract by the due date for payment, then Evitavonni Collections may charge the Customer interest on the overdue amount at the rate of four per cent (4%) per annum above Barclays Bank plc's base rate from time to time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer will pay the interest together with the overdue amount.
- 7.9 In the event of default of payment by the Customer, Evitavonni Collections will be entitled, without prejudice to any other right or remedy:
- 7.9.1 to suspend or cancel, without notice, any or all further deliveries under the Contract and under any other contract between the Parties; and/or
- 7.9.2 to serve notice on the Customer requiring immediate payment for Goods supplied by Evitavonni Collections under the Contract and all other contracts with the Customer, whether or not payment is otherwise due or invoiced.

8. Termination

- 8.1 Upon: (i) any failure of the Customer to observe or perform any of its obligations under the Contract; or (ii) the occurrence of any of the events listed in clause 8.2, or upon any such events becoming reasonably likely to occur, or upon Evitavonni Collections otherwise having reasonable grounds for believing that any such events are about to occur, and notifying the Customer accordingly; then, without limiting any other right or remedy available to it, Evitavonni Collections may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and Evitavonni Collections without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer will become immediately due.
- 8.2 For the purposes of clause 8.1, the relevant events are:
- 8.2.1 the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due, or otherwise admits its inability to pay its debts; or
- 8.2.2 the Customer goes into liquidation; or, (being an individual), is the subject of a bankruptcy petition or order; or has a petition for winding up, or an administration order presented against it; or it passes a resolution for its winding up; or calls any meeting of its creditors, or proposes to make any arrangement with its creditors; or has an administrative or other receiver or an administrator appointed over all or any part of its undertaking or assets; or
- 8.2.3 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which the Customer is subject that has an effect equivalent or similar to any of the preceding events set out in clause 8.2.2; or
- 8.2.4 the Customer's financial position deteriorates to such an extent that in Evitavonni Collections's reasonable opinion the Customer's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy; or
- 8.2.5 the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- 8.2.6 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business.
- 8.3 Termination of the Contract, however arising, will not affect any of the Parties' rights and remedies that have

accrued as at termination. Clauses which expressly or by implication survive termination of the Contract will continue in full force and effect.

9. Limitation of liability

- 9.1 Nothing in these Conditions will limit or exclude either Party's liability for:
 - 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 9.1.2 fraud or fraudulent misrepresentation; or
 - 9.1.3 any matter in respect of which it would be unlawful for it to exclude or restrict liability.
- 9.2 Save as provided by Section 12 of the Sale of Goods Act 1979 and 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.
- 9.3 Subject to clause 9.1, Evitavonni Collections will under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any claim, damage, loss or costs in respect of (whether direct or indirect):
 - 9.3.1 loss of profit;
 - 9.3.2 loss of use;
 - 9.3.3 loss of anticipated contracts and/or savings;
 - 9.3.4 loss of goodwill;
 - 9.3.5 loss of opportunity;
 - 9.3.6 loss of business and/or business interruption; or
 - 9.3.7 any indirect loss or consequential or special loss or damage; and the Parties intend that each type of loss under this clause will be severable in accordance with clause 11.5.
- 9.4 Evitavonni Collections'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, will in no circumstances exceed the price of the Goods under the Contract.

- 9.5 Evitavonni Collections will not be liable for, and the Customer will indemnify, keep indemnified and hold Evitavonni harmless against, any and all actions, awards, proceedings or claims, complaints, costs, expenses (including legal expenses and disbursements), penalties, damage or loss arising by reason of the sale and/or use of the Goods after the Customer becomes aware of any defect or after circumstances have occurred which should reasonably have indicated to the Customer the existence of a defect.

10. Confidentiality

- 10.1 Each Party will, and will procure that their employees, agents, representatives and sub-contractors will, keep secret and not disclose any Confidential Information in relation to the other Party obtained by reason of the Contract.
- 10.2 The obligations under clause 10.1 will not apply to the extent that the Confidential Information (based on documentary evidence):
- 10.2.1 is already publicly known at the time it is disclosed to the receiving Party;
 - 10.2.2 later becomes publicly known other than as a result of a breach by the receiving party of clause 10.1;
 - 10.2.3 was already known to the receiving Party before it was disclosed; or
 - 10.2.4 is required to be disclosed by the receiving Party by a court order or statutory law, provided that the receiving Party will inform the disclosing Party as soon as possible of any such obligation to disclose.
- 10.3 All intellectual property rights in all works or supplies provided under this Contract which are written, produced or manufactured on a generic, bespoke or customised basis, including, without limitation, all future such rights when the said works are created, shall be owned by Evitavonni Collections and the Purchaser shall ensure that it executes its business activities as necessary in recognition of and to put effect to such ownership.
- 10.3.1 All content (including, but not limited to, logos, images, photos, designs, graphics and text) is the property of Evitavonni Collections and as such is protected by UK and international copyright and other intellectual property laws. The customer accepts and agrees that they will not participate directly or indirectly in any unauthorised reproduction or copying of any products or images belonging to Evitavonni Collections.

11. General

- 11.1 **Force majeure** - Evitavonni Collections reserves the right to defer the date of delivery and/or to cancel any Contract, and will not be liable for any failure to meet its obligations under any Contract, if it is prevented from or delayed in the carrying on of its business due to a Force Majeure Event. For these purposes, a **Force Majeure Event** means any event beyond Evitavonni Collections'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.
- 11.2 **Remedies** - Each right or remedy of Evitavonni Collections under the Contract is without prejudice to any other right or remedy of Evitavonni Collections, whether under the Contract or not.
- 11.3 **Assignment and other dealings** - Evitavonni Collections may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Evitavonni Collections.
- 11.4 **Notices**
- 11.4.1 Any notice or other communication given to a Party under or in connection with the Contract will 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 clause, and will be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
 - 11.4.2 A notice or other communication will be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.4.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; 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 or e-mail, one Business Day after transmission.
 - 11.4.3 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.
- 11.5 **Severance** - If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it

will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of the Contract.

- 11.6 **Waiver** - No failure or delay by Evitavonni Collections to exercise any right or remedy provided under the Contract or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
- 11.7 **Third party rights** - Except as otherwise provided in these Conditions or the Contract, a person who is not a Party will have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions or the Contract.
- 11.8 **Variation** - Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, will be effective unless it is in writing and signed by a director of Evitavonni Collections.
- 11.9 **Governing law and Jurisdiction** - 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), will be governed by, and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

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