

Conditions of sale

N.b. These conditions contain limitations & exclusions of liability

1 Definitions & Interpretation

- 1.1 In the Agreement (as defined below) the following terms have the following meanings:
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| Agreement | the contract for the sale and purchase of the Goods, comprising the Conditions and an order for the supply of goods which is accepted by Brabantia and (if applicable) any agreed quotation; |
| Brabantia | Brabantia (UK) Ltd (registered in England number 4936679) whose registered office is Blackfriars Road, Nailsea, Bristol, North Somerset, BS48 4SB. |
| Conditions | the conditions of sale set out in this document; |
| Customer | the person whose order for goods is accepted by Brabantia; |
| EEA | the European Economic Area as constituted from time to time; |
| Goods | the goods (or any part of them) which Brabantia has agreed to supply to the Customer, as specified in or by reference to the Agreement; |

1.2 In the Agreement, unless the context otherwise requires:

- 1.2.1 any reference to any legislation or legislative provision shall be construed as a reference to that legislation or provision as amended, re-enacted or extended at the relevant time;
- 1.2.2 any reference to a person shall be construed as a reference to any person, corporate entity, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
- 1.2.3 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of the Agreement;
- 1.2.4 any reference to the masculine gender shall include the feminine and neuter and vice versa;
- 1.2.5 any reference to the singular shall include the plural and vice versa;
- 1.2.6 any phrase introduced by the terms "include", "including", "particularly" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

2 Basis of the Agreement

- 2.1 Brabantia will sell and the Customer will purchase the Goods in accordance with any order of the Customer which is accepted in writing by Brabantia and as the case may be, any agreed quotation, subject to these Conditions which will govern the Agreement to the exclusion of any other terms and conditions (other than any special conditions expressly referred to in the agreed quotation or order form, which special conditions will

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prevail over any inconsistent or conflicting Conditions). No conduct by Brabantia is to be treated as constituting acceptance of any terms put forward by the Customer.

- 2.2 The Agreement will constitute the entire agreement and understanding between the parties, and will supersede any previous agreements, in relation to the supply of the Goods.
- 2.3 The Customer acknowledges and agrees that it has not been induced to enter into the Agreement in reliance upon, and does not have any remedy in respect of, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in the Agreement.
- 2.4 No variation to the Agreement will be binding unless agreed in writing by an authorised representative of Brabantia.

3 Orders & Specification

- 3.1 No order submitted by the Customer is to be treated as having been accepted by Brabantia unless and until confirmed in writing by an authorised representative of Brabantia.
- 3.2 The Customer will ensure that any order submitted to Brabantia, together with any other information provided to Brabantia in connection with the Agreement, is accurate and complete, and will give Brabantia any necessary instructions relating to the Goods within a sufficient time to enable Brabantia to perform the Agreement in accordance with its terms. In addition to orders in writing the Customer may order products by email and through electronic data interchange.
- 3.3 No order which has been accepted by Brabantia may be cancelled by the Customer except with the written agreement of Brabantia.
- 3.4 Brabantia reserves the right to make any changes to the specification of the Goods which are required to conform with any applicable safety or other statutory requirements and, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.
- 3.5 For Retail Customers the minimum total value of each order submitted by the Customer must be £400 [excluding VAT].
- 3.6 For Wholesale Customers the minimum total value of each order submitted by the Customer must be £700 carriage paid. Orders below this value are not accepted.
- 3.7 The Customer may, unless otherwise agreed with Brabantia, only order Goods from Brabantia in set quantities or 'packs' prescribed by Brabantia. Brabantia's price list or quotation (as appropriate) will detail the number of items of Goods within a pack. Brabantia shall be entitled to deliver, and the Customer shall pay for in full, the appropriate number of packs that covers the Customer's order.

4 Prices & Payment

- 4.1 The price of the Goods will be the price listed in Brabantia's published price list current at the date on which the Agreement is made. The price of samples will be those prices less the relevant sample discount applied by Brabantia from time to time.

All prices and any other amounts payable by the Customer are expressed exclusive of any Value Added or other Sales Tax

- 4.2 Unless otherwise agreed in writing between the Customer and Brabantia:
 - 4.2.1 all prices are given by Brabantia are exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer in addition to the price of the Goods;
 - 4.2.2 where Brabantia agrees to deliver the Goods otherwise than at Brabantia's premises, the Customer must reimburse Brabantia in respect of all costs incurred by Brabantia in relation to the transportation of the Goods to their final destination (including any haulage, freight, shipping or other carrier charges, the cost of packing, insuring and storing the Goods whilst in transit, and all customs or other taxes and duties payable on the Goods);
 - 4.2.3 all prices and any other amounts payable by the Customer are expressed exclusive of any value added or other sales tax.
- 4.3 Brabantia reserves the right, by giving notice to the Customer at any time before delivery, to increase the price for the Goods to reflect any increase in the cost to Brabantia of supplying the Goods which is due to:
 - 4.3.1 any factor beyond the control of Brabantia (such as, but without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, raw materials or other costs of manufacture); and/or
 - 4.3.2 any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer; and/or
 - 4.3.3 any failure of the Customer to comply with its obligations under the Agreement, including those under clause 3.2.
- 4.4 Brabantia will be entitled to invoice the Customer for the price of the Goods, together with any applicable charges or taxes, on or at any time after delivery of the Goods, unless the Customer wrongfully fails to take delivery of the Goods, in which case Brabantia will be entitled to invoice the Customer for such sums at any time after Brabantia has tendered delivery of the Goods.
- 4.5 The Customer will pay the full price of the Goods and any other sums owing under the Agreement in cleared funds by the end of the month following the month of delivery and for these purposes time of payment is to be of the essence. Where the full price of the Goods is paid in cleared funds within 30 days of the date of Brabantia's invoice the Customer will be entitled to a 2.5% reduction on the full price of the Goods covered by such invoice.
- 4.6 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Brabantia, Brabantia will be entitled to:
 - 4.6.1 terminate the Agreement or (without prejudice to its right to terminate subsequently) suspend any further deliveries to the Customer; and/or
 - 4.6.2 appropriate any payment made by the Customer to such of the Goods (or any goods supplied under any other Agreement between the Customer and Brabantia) as Brabantia may think fit (notwithstanding any purported appropriation by the Customer); and/or

- 4.6.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 2 per cent per month.
- 4.7 All sums payable by the Customer under the Agreement are to be paid without set-off, counterclaim or deduction of any description, save as may be required by law in which event such deduction or withholding is not to exceed the minimum amount which the Customer is required by law to deduct or withhold and the Customer will simultaneously pay to Brabantia such additional amounts as will result in the receipt by Brabantia of a net amount equal to the full amount which would otherwise have been receivable had no such deduction of withholding been required.
- 4.8 The price paid by the Customer for samples will be repaid to the Customer if the samples are returned to Brabantia in the same condition they were provided to the Customer (i.e. resaleable stock quality) within thirty (30) days of delivery of the relevant samples to the Customer.

5 Delivery

- 5.1 Delivery of the Goods will be made, unless otherwise expressly agreed in writing by Brabantia, to the delivery location specified in the order.
- 5.2 Brabantia shall be under no obligation under section 32(2) of the Sale of Goods Act 1979.
- 5.3 In relation to delivery time-scales:-
- 5.3.1 Brabantia will use its reasonable endeavours to meet any delivery dates specified in the Agreement, but subject to Brabantia having used such endeavours, it will not be liable to the Customer for any failure to meet such dates;
- 5.3.2 for the avoidance of doubt, time for delivery will not be of the essence; and
- 5.3.3 any Goods may be delivered by Brabantia in advance of the delivery date specified in the Agreement upon Brabantia giving reasonable notice to the Customer.
- 5.4 If the Customer fails to take delivery of any consignment of Goods (except where the failure was the result of a default by Brabantia) then, without prejudice to any other right or remedy that Brabantia may have, Brabantia may:
- 5.4.1 store the Goods until actual delivery and charge the Customer for the reasonable costs of storage (including insurance); and/or
- 5.4.2 after more than 28 days, sell the Goods at the best price readily obtainable and charge the Customer for any shortfall below the price referred to in clause 4.1 above.
- 5.5 Where the Goods are to be delivered in instalments, each delivery will constitute a separate contractual obligation. Failure by Brabantia to deliver any one or more of the instalments in accordance with the Agreement, or any claim by the Customer in respect of any one or more instalments, will not give the Customer the right to treat the Agreement as a whole as repudiated.

- 5.6 Brabantia may, at any time and without liability to the Customer, suspend delivery of the Goods to the Customer where, in Brabantia's reasonable opinion, the Customer represents an unacceptable credit risk. In this regard, Brabantia may, but shall not be obliged to, seek such advance payment or other security from the Customer as Brabantia considers appropriate prior to completing the order or making delivery.
- 5.7 Complete orders will be delivered whenever possible. Back orders exceeding £250 will be delivered on request, free of carriage costs. Back orders below £250 will be cancelled automatically.
- 5.8 Special delivery arrangements, as requested by the Customer, Channel Islands and non UK mainland delivered orders will incur a minimum of £30 freight surcharge, and will be subjected to any extraordinary costs imposed upon us by third party shipping companies.

6 Risk & Property

- 6.1 Risk of damage to or loss of the Goods will pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when Brabantia has tendered delivery of the Goods.
- 6.2 In spite of delivery having been made and risk having passed to the Customer, title to the Goods shall not pass from Brabantia to the Customer until Brabantia has received in cleared funds from the Customer:
- 6.2.1 the full price payable by the Customer in respect of the Goods (including applicable VAT); and
- 6.2.2 the full amount of any other sums due from the Customer to Brabantia, whether under the Agreement or otherwise.
- 6.3 Until title to the Goods passes from Brabantia, the Customer shall:
- 6.3.1 hold the Goods on a fiduciary basis as bailee for Brabantia;
- 6.3.2 keep the Goods (at no cost to Brabantia) safely and securely stored, ensuring that the Goods are stored separately from all other goods in the Customer's possession and marked in such a way that the Goods are clearly identified as Brabantia's property and subject to the terms of this retention of title clause;
- 6.3.3 maintain the Goods in satisfactory condition and keep the Goods insured (at no cost to Brabantia) for not less than the full price payable in respect of them against "all risks" to the reasonable satisfaction of Brabantia, and whenever requested by Brabantia, produce to Brabantia a copy of the policy of insurance together with suitable evidence that it remains in force;
- 6.3.4 notify Brabantia immediately if it becomes subject to any of the events listed in Clause 8.1,

but the Customer shall be entitled to use or resell the Goods provided that use or resale is in the ordinary course of its business.

- 6.4 Brabantia shall be entitled to recover the price payable by the Customer for the Goods (plus applicable VAT) from the Customer notwithstanding that title to any of the Goods has not passed from Brabantia.
- 6.5 Until such time as title to the Goods passes from Brabantia the Customer shall upon Brabantia's request immediately deliver up to Brabantia all such Goods that remain the property of Brabantia. If the Customer fails to do so Brabantia may enter upon any premises owned occupied or controlled by the Customer where the Goods are situated and repossess the Goods.
- 6.6 The Customer shall not pledge or in any way charge by way of security for any indebtedness any Goods which remain the property of Brabantia.

7 Shortages and Damages

- 7.1 The Customer will notify any damage, defect or shortage in respect of the goods to Brabantia, in writing, within 10 days of delivery, failing which all liability on Brabantia's part in respect of such shortage, damage or defect is excluded.

8 Warranties & Liability

- 8.1 The Customer acknowledges that the prices for the Goods have been determined on the basis of the following limitations and exclusions of liability and the Customer expressly agrees that these limitations are reasonable because of (amongst other things):
- 8.1.1 the likelihood that the damages awardable to the Customer for a breach by Brabantia of the Agreement would be disproportionately greater than the value of the Agreement to Brabantia; and
- 8.1.2 the likelihood that the Customer will be in a better position than Brabantia to insure itself in a cost effective manner against any damage flowing from any breach by Brabantia of the Agreement.
- 8.2 Brabantia gives the warranty set out on the packaging that accompanies the Goods, provided that:
- 8.2.1 Brabantia will be under no liability in respect of any defect in the Goods arising, at any time after delivery to the Customer, from any fair wear and tear; use or storage in or under abnormal conditions, misuse, negligence, wilful damage or failure to follow Brabantia's instructions (whether oral or in writing) on the part of any person, other than Brabantia and its employees or agents; or alteration or repair of the Goods without Brabantia's express approval;
- 8.2.2 Brabantia will have no liability to the Customer in respect of any claim (whether for breach of this clause 8.2 or otherwise) that arises out of any failure by the Customer to ensure that reasonable steps are taken prior to any particular use (whether by the Customer or any other person) to verify that the Goods are suitable for that particular use;

- 8.2.3 Brabantia shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment; and
- 8.2.4 the above warranty does not extend to consumable items or to any parts, materials or equipment not manufactured by Brabantia, in respect of which the Customer will only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Brabantia.
- 8.3 Subject as expressly provided in the Agreement, all warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law and the Customer acknowledges in particular that the Goods are standard products and that no warranty or other assurance is given by Brabantia that the Goods are suitable for any particular purpose, whether or not that purpose has been made known to Brabantia.
- 8.4 The Customer will notify any damage, defect or shortage in respect of the Goods to Brabantia in writing and if requested to do so by Brabantia, return to Brabantia any Goods alleged to be defective or damaged:
- 8.4.1 in the case of any shortage, or any damage or defect which should have been apparent on delivery, promptly and in any event within 10 days of delivery;
- 8.4.2 in the case of any damage or defect which was not reasonably apparent on delivery, promptly and in any event within 10 days of that damage or defect becoming apparent or 12 months from the date of delivery, whichever is the shorter period;
- failing which all liability on Brabantia's part in respect of such shortage, damage or defect is excluded.
- 8.5 In respect of any damage or defect for which Brabantia is liable to the Customer (whether under clause 8.2 or otherwise) or for any shortage, Brabantia's liability to the Customer will be limited, at Brabantia's discretion:
- 8.5.1 (in the case of damage or defects) to the repair or replacement of the damaged or defective Goods (or any parts); or
- 8.5.2 (in the case of a shortage) the supply of such additional Goods as may be necessary to make up the shortage; or
- 8.5.3 (in the case of damage, defects or shortages) a refund or credit of the price, or a proportion of the price, attributable to the Goods in question.
- 8.6 Where the Customer is entitled to return the Goods, the Customer must contact Brabantia to explain the reasons for returning the Goods, provide details of the delivery note number or invoice number and obtain a returns merchandise authorisation number. For the avoidance of doubt, save as provided by this clause 7 or otherwise expressly agreed in writing by Brabantia in a particular case, the Customer will have no right to reject any Goods delivered by Brabantia or otherwise to return any Goods to Brabantia. Where the Customer rejects Goods delivered by Brabantia or otherwise returns such Goods to Brabantia where it has no right to do so and, at Brabantia's absolute discretion, Brabantia agrees to accept the return of the Goods then without prejudice to any other right or remedy, the Customer shall be liable to pay to Brabantia on demand any freight, handling and storage costs incurred by Brabantia in relation to

the relevant Goods and, to reflect the administrative and remarketing costs and risks anticipated by Brabantia, an additional 30% of the total price of the Goods returned (excluding value added or other sales tax).

- 8.7 Brabantia shall not be liable to the Customer (whether by reason of any negligence by Brabantia or any of its employees or agents, any non-fraudulent misrepresentation, any breach of contract or an express or implied warranty, condition or other term, breach of statutory duty or otherwise) for any:
- 8.7.1 loss of profits; or
 - 8.7.2 damage to reputation; or
 - 8.7.3 loss of anticipated savings; or
 - 8.7.4 loss of anticipated revenues; or
 - 8.7.5 loss of business opportunities; or
 - 8.7.6 loss of contracts; or
 - 8.7.7 loss of goodwill; or
 - 8.7.8 claim, action or demand made against the Customer by any third party; or
 - 8.7.9 indirect loss, damage, cost, expense or claim whatsoever; which arises out of or in connection with the Agreement.
- 8.8 The aggregate liability (inclusive of interest and legal and other costs) of Brabantia to the Customer in respect of all claims arising under or in connection with the Agreement (whether by reason of any negligence by Brabantia or any of its employees or agents, any non-fraudulent misrepresentation, any breach of contract or an express or implied warranty, condition or other term, breach of statutory duty or otherwise) shall not in any event exceed the total price of the Goods.
- 8.9 Brabantia will not be liable to the Customer or be deemed to be in breach of the Agreement as a result of any delay in performing, or failure to perform, any of its obligations under the Agreement where the delay or failure was caused by circumstances beyond Brabantia's reasonable control, including (but not limited to) any governmental restriction, machinery breakdown, power failure, industrial action or shortage of raw materials.
- 8.10 Nothing in the Agreement shall operate to limit or exclude the liability of either party for death or personal injury caused by the negligence of that party, or for fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded.

9 Breach & Insolvency

- 9.1 This clause 8 applies if any one or more of the following events occurs, or has occurred prior to the date of the Agreement and is continuing:
- 9.1.1 the Customer commits a breach of Clause 11.12; and/or
 - 9.1.2 the Customer commits a breach of Clause 11.13; and/or

- 9.1.3 the Customer commits a material breach of any of the other provisions of the Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days (or such other notice period as Brabantia reasonably thinks fit) after being served with a written notice specifying the breach and requiring it to be remedied; and/or
 - 9.1.4 the Customer proposes or enters into any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a firm) has one of its partners become bankrupt or (being a body corporate) enters administration (or an application is made or a notice of intention is given in relation to the appointment of an administrator) or goes into liquidation; and/or
 - 9.1.5 a security holder takes possession, or a receiver or administrative receiver is appointed, over all or any of the property or assets of the Customer; and/or
 - 9.1.6 the Customer becomes unable to pay its debts in accordance with section 123(1) of the Insolvency Act 1986; and/or
 - 9.1.7 anything analogous to any of the foregoing occurs to the Customer under the laws of any jurisdiction; and/or
 - 9.1.8 the Customer ceases, or threatens to cease, to carry on business; and/or
 - 9.1.9 Brabantia reasonably believes that any of the events described above is about to occur.
- 9.2 If the circumstances set out in this clause 9 apply then, without prejudice to any other right or remedy available to Brabantia:
- 9.2.1 Brabantia will be entitled to terminate the Agreement or (without prejudice to its right to terminate subsequently) suspend any further deliveries of Goods without any liability to the Customer; and/or
 - 9.2.2 if any of the Goods have been delivered, but not paid for, the price applicable to those Goods and any other sums payable by the Customer under the Agreement will become immediately due and payable; and/or
 - 9.2.3 Brabantia or its authorised representatives may enter the Customer's premises to remove any such Goods and the Customer will be liable to reimburse Brabantia its expenses in full (including legal and other professional fees).

10 Promotional Materials

- 10.1 Brabantia may from time to time provide the Customer with marketing materials, including, without limitation, marketing text, data, images, diagrams, drawings and photographs in whatever format and medium (electronic or physical) Brabantia deems appropriate (the "**Promotional Materials**") for use in the Customer's point of sale promotions or via the Customer's website to promote the Goods to the Customer's customers.
- 10.2 The Customer shall use only the Promotional Materials in connection with the advertising, marketing and display of the Goods or such other materials as have been approved in advance in writing by Brabantia.

- 10.3 As between the Customer and Brabantia all intellectual property of whatever kind subsisting in, on or in relation to the Promotional Materials will belong (as between Brabantia and the Customer) to Brabantia absolutely.
- 10.4 The Customer shall not permit any third party to make use of the Promotional Materials (or apply them to any goods other than the Goods) without the prior written consent of Brabantia.
- 10.5 The Customer shall immediately cease using any Promotional Materials as and when requested by Brabantia (including without limitation if Brabantia considers in its sole discretion any part of the Promotional Materials provided to the Customer is being used in such a manner that is detrimental to the reputation of Brabantia or any of its brands).
- 10.6 Without prejudice to clause 10.2, the Customer shall ensure that the Goods are always advertised, marketed and presented in a manner which reflects the high quality of the Goods and Brabantia reserves the right to impose reasonable standards (which may extend to aftercare) that the Customer shall observe at all times in this regard, whether in relation to the Customer's online or offline sales facilities or operations.

11 General

- 11.1 All intellectual property of whatever kind subsisting in, on or in relation to the Goods will belong (as between Brabantia and the Customer) to Brabantia absolutely.
- 11.2 Each party shall safeguard and keep confidential the terms of the Agreement and any and all confidential information that it may acquire in relation to the business or affairs of the other party. Neither party shall use or disclose the other party's confidential information except to the extent that such use or disclosure is necessary for the purposes of performing its obligations or exercising its rights under the Agreement. Each party shall ensure that its officers and employees and any other persons to whom the confidential information is disclosed comply with the provisions of this Clause 11.2.
- 11.3 The obligations on a party set out in Clause 11.2 shall not apply to any information to the extent that such information:
 - 11.3.1 is publicly available or becomes publicly available through no act or omission of that party;
 - 11.3.2 is required to be disclosed by law or by order of a court of competent jurisdiction or other competent authority.
- 11.4 The provisions of Clauses 4, 8, 10 and 11 shall survive any termination of the Agreement
- 11.5 Any notice under the Agreement shall be in writing and shall be sent by pre-paid, first class post, hand delivery or fax to the address/number for the relevant party as stated in the Agreement or otherwise notified to the other party for this purpose. Any such notice shall be deemed to have been duly received (provided it was sent to the proper address/number):
 - 11.5.1 if despatched by first class post - 48 hours from the time of posting (subject only to any delays caused by industrial action affecting the postal service);
 - 11.5.2 if delivered by hand - at the time of actual delivery;
 - 11.5.3 if despatched by fax - 24 hours after the time of the despatch

- 11.6 The Customer shall not be entitled to assign, sub-contract or otherwise dispose of any of its rights or obligations under the Agreement without the prior written consent of the other party.
- 11.7 No delay or failure on the part of either party in enforcing any provision in the Agreement shall be deemed to operate as a waiver or create a precedent or in any way prejudice that party's rights under the Agreement, nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right of remedy.
- 11.8 If any provision in the Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of the Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.
- 11.9 If any provision in the Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.
- 11.10 The parties agree, in the circumstances referred to in clause 11.8 and if clause 11.9 does not apply, to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves, to the greatest extent possible, the same commercial effect as would have been achieved by the invalid or unenforceable provision.
- 11.11 Unless expressly stated in the Agreement, nothing in the Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 11.12 The Customer shall not, directly or indirectly, market, export, distribute, supply and/or sell the Goods to any customer outside of the EEA without the express prior written approval of Brabantia; nor shall the Customer supply the Goods to any third party where the Customer is aware, or should be aware having exercised reasonable due diligence, that they are intended for export outside of the EEA. The Customer shall notify Brabantia promptly where it suspects that any Goods are being exported outside of the EEA or being imported into the EEA from elsewhere.
- 11.13 If the Customer dispatches Goods to its customers by post or courier (or using any other means of freight or transport) the Customer shall always use appropriate packaging of a quality and type approved by Brabantia (such approval not to be unreasonably withheld or delayed) to ensure the Goods arrive with the relevant customers undamaged and in optimum condition.
- 11.14 The Agreement and any dispute or claim, including a dispute or claim of a noncontractual nature, arising under or in connection with the Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submits.