

TERMS AND CONDITIONS OF STORMCHASE LIMITED

The Customer's attention is drawn in particular to the provisions of clause 10

1. Interpretation

1.1. Definitions

In these Conditions, the following definitions apply:

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 3.

Contract: the contract between Stormchase and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm or company that purchases the Goods from Stormchase.

Force Majeure Event: has the meaning given in clause 11.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods.

Specification: any specification for the Goods, including any related plans and drawings, which are agreed in writing by the Customer and Stormchase.

Stormchase: Stormchase Limited a company registered in England and Wales with company number 08426482 at The Coach House, 10 Balaton Place, Snailwell Road, Newmarket, Suffolk, CB8 7YP.

1.1. In these Conditions, the following rules apply:

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

1.1.2. A reference to a party includes its personal representatives, successors or permitted assigns.

1.1.3. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.1.4. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.1.5. A reference to **writing** or **written** includes faxes but not email.

2. Contract

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 2.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any Specification are complete and accurate.
- 2.3. The Order shall only be deemed to be accepted when Stormchase issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Stormchase which is not set out in the Contract.
- 2.5. Any samples, drawings, descriptive matter, or advertising produced by Stormchase and any descriptions, photographs or illustrations contained in Stormchase's catalogues or brochures or website are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force. Stormchase cannot guarantee that a computer's display of the colours or the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.
- 2.6. Any quotation for Goods given by Stormchase shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.
- 2.7. If you are a consumer, you may only purchase the Goods from our website if you are at least 18 years old.
- 2.8. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you purchase or agree to purchase the Goods.

3. **Changes to Conditions**

Stormchase may amend these Conditions from time to time at its absolute discretion therefore the Customer is advised that it should always review Stormchase's current Conditions before placing an Order.

4. **Goods**

- 4.1. The Goods are described in Stormchase's catalogue and website as modified by any applicable Specification agreed in writing by the parties.
- 4.2. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify Stormchase 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 Stormchase in connection with any claim made against Stormchase for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Stormchase's use of the Specification. This clause 4.2 shall survive termination of the Contract.
- 4.3. Stormchase reserves the right to amend the specification of the Goods or any Customer Specification if required by any applicable statutory or regulatory requirements.

5. **Delivery**

- 5.1. Stormchase shall ensure that:
 - 5.1.1. each delivery of Goods is accompanied by a reasonably suitable delivery note; and
 - 5.1.2. if Stormchase requires the Customer to return any packaging materials, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Stormchase shall reasonably request. Returns of packaging materials shall be at Stormchase's expense.

- 5.2. Stormchase shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**).
- 5.3. The Customer may collect the Goods from Stormchase's premises at The Coach House, 10 Balaton Place, Snailwell Road, Newmarket, Suffolk, CB8 7YP or such other location as may be advised by Stormchase prior to delivery (**Collection Location**) within 5 Business Days of Stormchase notifying the Customer that the Goods are ready.
- 5.4. Delivery of the Goods shall be completed on:
 - 5.4.1. the Goods' arrival at the courier or postal service used to deliver the Goods to the Delivery Location; or
 - 5.4.2. on completion of loading of the Goods at the Collection Location.
- 5.5. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Stormchase shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Stormchase with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.6. If Stormchase 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. Stormchase shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Stormchase with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.7. If the Customer fails to take or accept delivery of the Goods within 5 Business Days of Stormchase notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Stormchase's failure to comply with its obligations under the Contract:
 - 5.7.1. delivery of the Goods shall be deemed to have been completed at 9.00 am on the fifth Business Day after the day on which Stormchase notified the Customer that the Goods were ready; and
 - 5.7.2. Stormchase shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 5.8. If 10 Business Days after the day on which Stormchase notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them, Stormchase may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 5.9. The Customer shall not be entitled to reject the Goods if the Stormchase delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
- 5.10. Stormchase 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 entitle the Customer to cancel any other instalment.

6. **Quality**

- 6.1. If you are a consumer, you have legal rights in relation to any Goods that are faulty or not as described and nothing in these Conditions will affect these legal rights. The warranties set out below are in addition to your legal rights in relation to Goods that are faulty or not as described.

Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

- 6.2. Stormchase warrants that on delivery, and for a period of 6 months' from the date of delivery (**warranty period**), the Goods shall:
 - 6.2.1. conform in all material respects with their description and any applicable Specification;
 - 6.2.2. be free from material defects in design, material and workmanship;
 - 6.2.3. be of satisfactory quality; and
 - 6.2.4. be fit for any purpose held out by Stormchase.
- 6.3. Subject to clause 6.4 if:
 - 6.3.1. the Customer gives notice in writing to Stormchase during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.2;
 - 6.3.2. Stormchase is given a reasonable opportunity of examining such Goods; and
 - 6.3.3. the Customer (if asked to do so by Stormchase) returns such Goods to Stormchase's place of business at the Customer's cost,

Stormchase shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 6.4. Stormchase shall not be liable for Goods' failure to comply with the warranty set out in clause 6.2 in any of the following events:
 - 6.4.1. the Customer makes any further use of such Goods after giving notice in accordance with clause 6.3;
 - 6.4.2. the defect arises because the Customer failed to follow Stormchase's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 6.4.3. the defect arises as a result of Stormchase following any drawing, design or Specification supplied by the Customer;
 - 6.4.4. the Customer alters or repairs or attempts to alter or repair such Goods without the written consent of the Stormchase;
 - 6.4.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 6.4.6. the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 6.5. Except as provided in this clause 6 Stormchase shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.2
- 6.6. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.7. These Conditions shall apply to any repaired or replacement Goods supplied by Stormchase.

7. **Title and Risk**

- 7.1. The risk in the Goods shall pass to the Customer:
- 7.1.1. where the Goods are to be delivered by courier or similar postal service on delivery to the courier by Stormchase;
 - 7.1.2. where Goods are collected from Stormchase on completion of delivery to the Customer.
- 7.2. Title to the Goods shall not pass to the Customer until Stormchase receives payment in full (in cash or cleared funds) for the Goods and any other goods that Stormchase has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 7.3. Until title to the Goods has passed to the Customer, the Customer shall:
- 7.3.1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Stormchase's property;
 - 7.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 7.3.4. notify Stormchase immediately if it becomes subject to any of the events listed in clause 9.1; and
 - 7.3.5. give Stormchase such information relating to the Goods as Stormchase may require from time to time.
- 7.4. Subject to clause 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Stormchase receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 7.4.1. it does so as principal and not as Stormchase's agent; and
 - 7.4.2. title to the Goods shall pass from Stormchase to the Customer immediately before the time at which resale by the Customer occurs.
- 7.5. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2, then, without limiting any other right or remedy Stormchase may have:
- 7.5.1. the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 7.5.2. Stormchase may at any time:
 - 7.5.2.1. require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - 7.5.2.2. 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.

8. **Price and Payment**

- 8.1. The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in Stormchase's published price list in force as at the date of delivery.

- 8.2. Stormchase may, by giving notice to the Customer at any time up to 10 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 8.2.1. any factor beyond Stormchase's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 8.2.2. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 8.2.3. any delay caused by any instructions of the Customer or failure of the Customer to give Stormchase adequate or accurate information or instructions.
- 8.3. The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 8.4. The price of the Goods is exclusive of amounts in respect of value added tax (**VAT**). The Customer shall, on receipt of a valid VAT invoice from Stormchase, pay to Stormchase such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 8.5. Stormchase may invoice the Customer for the Goods before, on or at any time after completion of delivery.
- 8.6. Stormchase may require the Customer to pay 50 per cent of the total price of the Goods within 5 Business Days of an Order being placed to the bank account nominated in writing by Stormchase.
- 8.7. Subject to clause 8.6, the Customer shall pay the invoice in full and in cleared funds within 20 Business Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Stormchase. Time of payment is of the essence.
- 8.8. If the Customer fails to make any payment due to Stormchase under the Contract by the due date for payment, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 8.9. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Stormchase 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 Stormchase to the Customer.

9. Termination

- 9.1. If the Customer becomes subject to any of the events listed in clause 9.2, Stormchase may terminate the Contract with immediate effect by giving written notice to the Customer.
- 9.2. For the purposes of clause 9.1, the relevant events are:
- 9.2.1. the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) 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;

- 9.2.2. 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;
 - 9.2.3. (being a company) 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, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - 9.2.4. (being a company) 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;
 - 9.2.5. (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
 - 9.2.6. a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
 - 9.2.7. (being an individual) the Customer is the subject of a bankruptcy petition or order;
 - 9.2.8. a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such 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;
 - 9.2.9. 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 clause 9.2.1 to clause 9.2.6 (inclusive);
 - 9.2.10. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
 - 9.2.11. the Customer's financial position deteriorates to such an extent that in Stormchase's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
 - 9.2.12. (being an individual) the Customer 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.
- 9.3. Without limiting its other rights or remedies, Stormchase may suspend provision of the Goods under the Contract or any other contract between the Customer and Stormchase if the Customer becomes subject to any of the events listed in clause 9.2.1 to clause 9.2.12, or Stormchase reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 9.4. On termination of the Contract for any reason the Customer shall immediately pay to Stormchase all of Stormchase's outstanding unpaid invoices and interest.
- 9.5. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 9.6. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10. **Limitation of Liability**

- 10.1. Nothing in these Conditions shall limit or exclude Stormchase's liability for:

- 10.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 10.1.2. fraud or fraudulent misrepresentation;
 - 10.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 10.1.4. where Goods are supplied to a consumer, breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); or
 - 10.1.5. defective products under the Consumer Protection Act 1987.
- 10.2. Subject to clause 10.1 Stormchase shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

11. **Events Outside of Stormchase's Control**

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 Stormchase or any of its subcontractors.

12. **Cancellations and Refunds (applies to Consumers only)**

- 12.1. If the Customer is a consumer and they purchase Goods via the Stormchase website you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below in clause 12.3. This means that during the relevant period if the Customer changes their mind or for any other reason they decide they do not want to keep the Goods purchased, the Customer can notify Stormchase of their decision to cancel the Contract and receive a refund. Advice about the legal right to cancel the Contract under these regulations is available from Citizens' Advice or Trading Standards.
- 12.2. The right of cancellation set out in clause 12.1. does not apply in the case of:
- 12.2.1. Goods made to order;
 - 12.2.2. newspapers, periodicals or magazines;
 - 12.2.3. perishable Goods; or
 - 12.2.4. any Goods which have a wrapper or security seal which has been unsealed.
- 12.3. The Customer may cancel an Order from the date on which the Contract is formed. If the Goods have already been delivered, the Customer has a period of 14 (fourteen) Business Days in which they may cancel the Contract, starting from the day the Customer receives the Products.
- 12.4. To cancel an Order please contact Stormchase in writing by sending an e-mail to sales@stormchase.co.uk or by sending a letter to The Coach House, 10 Balaton Place, Snailwell Road,

Newmarket, Suffolk, CB8 7YP. Stormchase recommends that the Customer should keep a copy of the cancellation notification. If a cancellation notice is sent by e-mail or by post, the cancellation is effective from the date on which the e-mail was sent or the letter was posted.

- 12.5. The Customer will receive a full refund of the price paid for the Goods and any applicable delivery charges paid by the Customer. Stormchase will process the refund due as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 12.4. If you returned the Products to us because they were faulty or mis-described, please see clause 12.6.
- 12.6. If you have returned the Goods because they are faulty or mis-described, Stormchase will refund the price of defective Goods in full along with any applicable delivery charges, and any reasonable costs incurred in returning the item. Note that any Customer that is a consumer will always have legal rights in relation to Goods that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 12 or these Conditions. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 12.7. All Customer refunds will be made on the credit or debit card or the bank account used to pay for the Goods.
- 12.8. If the Goods were delivered to the Customer then:
 - 12.8.1. the Goods must be returned as soon as reasonably practicable;
 - 12.8.2. unless the Goods were faulty or not as described the Customer shall be responsible for the cost of returning the Goods; and
 - 12.8.3. the Customer has a legal obligation to keep the Goods in their possession and to take reasonable care of the Goods during this time.
- 12.9. Stormchase may have to cancel an Order before the Goods are delivered, due to Force Majeure Event or the unavailability of stock and it will promptly contact the Customer if this is the case. If Stormchase has to cancel an Order under this clause and the Customer has made any payment in advance for Goods that have not been delivered Stormchase will refund these amounts.

13. **Use of Personal Information (applies to Consumers only)**

- 13.1. Stormchase will use the personal information a Customer provides to them to:
 - 13.1.1. provide the Goods;
 - 13.1.2. process payment for such Goods; and
 - 13.1.3. inform the Customer about similar products or services that Stormchase provides, but the Customer may stop receiving these at any time by contacting Stormchase.
- 13.2. Stormchase will not give your personal data to any third party.

14. **General**

14.1. **Assignment and other dealings**

Stormchase 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, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Stormchase.

14.2. Notices

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 clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or fax.

A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 0; 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, one Business Day after transmission.

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14.3. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall 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 shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

If any provision or part of a provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.4. Waiver

A waiver of any right or remedy under the Contract or law 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.5. Third Party Rights

A person who is not a party to the Contract shall not have any rights to enforce its terms.

14.6. Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Stormchase.

14.7. Governing Law

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 the law of England and Wales.

14.8. **Jurisdiction**

The courts of England and Wales shall 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).