

DR7 LTD

Standard Terms and Conditions of Sale — Aggregates Supply

Version 1.0 | Effective January 2025

Company Registration No. 15701744 | VAT No. GB 491090981

These Terms apply to all contracts for the supply of aggregates, sand, gravel, crushed stone, recycled materials, and other bulk materials by DR7 Ltd. By placing an order for Goods you confirm that you have read, understood, and agree to be bound by these Terms in full. Where the Customer holds a Credit Account with DR7 Ltd, the DR7 Credit Account Terms and Conditions also apply and take precedence in respect of credit, payment timing, and account management.

1. Definitions

In these Terms the following expressions have the meanings set out below:

"Business Day" means any day other than a Saturday, Sunday, or public holiday in England and Wales.

"Company" means DR7 Ltd (Company Registration No. 15701744), whose registered office is at Unit 1 Gatehead Mill, Delph New Road, Delph, Oldham, OL3 5DB.

"Contract" means the agreement between the Company and the Customer for the supply of Goods, formed in accordance with clause 2.

"Credit Account" means a trade credit account opened in the Customer's name by DR7 Ltd and subject to the DR7 Credit Account Terms and Conditions.

"Customer" means the person, firm, or company that places an order for Goods with the Company.

"Delivery Docket" means a delivery ticket or electronic proof of delivery (ePOD) produced by the Company for each delivery of Goods, showing vehicle registration, date, time, tare weight, gross weight, net weight, and material description.

"Delivery Location" means the address or site specified by the Customer at the time of order for delivery of Goods.

"Force Majeure Event" means any event or circumstance beyond the reasonable control of the Company including extreme weather, natural disaster, quarry or supply chain disruption, fuel shortage, industrial action, road closure, traffic conditions, breakdown, or government action or restriction.

"Goods" means aggregates, sand, gravel, crushed stone, recycled or secondary bulk materials, fill, Type 1 or Type 2 sub-base, topsoil, and any other bulk materials supplied by the Company under a Contract.

"Hazardous Material" means any substance classified as hazardous under the Classification, Labelling and Packaging (CLP) Regulation, asbestos-containing materials, PFAS-contaminated material, hydrocarbon-contaminated fill, and any material that is regulated or controlled under environmental legislation.

"Invoice" means a formal invoice issued by the Company to the Customer for Goods supplied.

"Insolvency Event" means the making of an administration order or appointment of an administrator; the passing of a resolution for winding-up or presentation of a petition for winding-up; the appointment of a receiver, administrative receiver, or manager over any asset; entry into any voluntary arrangement, scheme of arrangement, moratorium, or composition with creditors; an inability to pay debts within the meaning of Section 123 of the Insolvency Act 1986; or any analogous process in any jurisdiction.

"Primary Goods" means Goods quarried or processed directly from natural geological sources, as distinct from Recycled Goods.

"Recycled Goods" means Goods derived from the recycling, processing, or recovery of construction and demolition waste, excavation arisings, or other secondary materials, including materials supplied under the Environment Agency Quality Protocol for Aggregates.

"Specification" means the product description, grade, size, and quality standard for Goods as stated in the Company's quotation, order confirmation, or published product data sheet, and where applicable as defined in the relevant British or European Standard (including BS EN 12620, BS EN 13242, BS EN 13285, or such other standard as applicable to the Goods ordered).

"Terms" means these Standard Terms and Conditions of Sale — Aggregates Supply, as amended from time to time by the Company.

2. Basis of Contract

2.1 These Terms apply to all Contracts between the Company and the Customer and supersede any terms the Customer may propose. No variation to these Terms shall be effective unless agreed in writing and signed by a director of the Company.

2.2 A Contract is formed when the Company issues a written or emailed order confirmation, or commences fulfilment of the Customer's order. The Company's quotations are indicative and do not constitute binding offers.

2.3 Where an order is placed verbally (by telephone or in person), it must be confirmed in writing by the Customer (by email or written purchase order) within 1 Business Day of the verbal instruction, or by the commencement of the next Business Day at the latest. The Company will issue an order confirmation. In the absence of written Customer confirmation, the Company's own records of the verbal order (including dispatch records and Delivery Dockets) shall constitute prima facie evidence of the order placed.

2.4 The Company reserves the right to refuse any order, in whole or in part, without giving reasons and without incurring any liability to the Customer.

2.5 The Company may apply a minimum order quantity or a small load supplement as notified. Where a small load supplement applies it will be stated on the quotation or, where not quoted, notified before dispatch.

2.6 The Company will not supply Goods to any Customer with overdue outstanding invoices. The Company reserves the right to suspend dispatch of any order where a Customer has outstanding overdue balances, without prejudice to its rights under the DR7 Credit Account Terms and Conditions.

3. Price and Payment

3.1 Prices are those quoted by the Company at the time of order and are exclusive of VAT and delivery charges unless expressly stated otherwise. VAT will be charged at the rate applicable on the tax point date of supply.

3.2 Where the Company's cost of supply increases materially between the date of quotation and the date of delivery — due to increases in quarry gate prices, fuel costs, aggregate levy, or disposal charges — the Company may apply a surcharge. The Company will notify the Customer in writing before the delivery proceeds. If the Customer does not accept the surcharge, they may cancel the order without charge by giving written notice within 1 Business Day of receiving the surcharge notification. Proceeding with the order constitutes acceptance of the surcharge.

3.3 The Company does not guarantee fixed prices for repeat or ongoing orders. Each order is priced individually unless a fixed-rate framework agreement has been signed in writing by a director of the Company.

3.4 Construction Industry Scheme (CIS): The Company does not provide labour services and does not operate within the CIS. Where the supply of Goods triggers the CIS domestic reverse charge for VAT in the Customer's own supply chain, the Customer must notify the Company in writing at the time of placing the order. It is the Customer's sole responsibility to determine and apply the correct VAT treatment for its own supply chain. Where the Customer incorrectly asserts or denies that the reverse charge applies, the Customer shall indemnify the Company against any resulting VAT liability, interest, or penalty imposed by HMRC.

3.5 Unless the Customer holds a Credit Account, all Invoices are due and payable immediately upon receipt. Time for payment is of the essence. Where the Customer holds a Credit Account, the DR7 Credit Account Terms and Conditions govern payment timing and prevail over this clause 3 in respect of payment due dates and credit terms.

3.6 All payments must be made by BACS bank transfer to the account details shown on each Invoice, in pounds sterling (GBP). The Customer shall quote the Invoice number as the payment reference. The Company may notify alternative payment methods in writing from time to time.

3.7 All payments shall be made without any deduction, withholding, or set-off, save to the extent required by law. The Customer waives any right to set off, withhold, or deduct any sum from any payment due to the Company by reason of any alleged counterclaim or dispute, except where such right cannot be waived as a matter of law.

3.8 Returned payments: Any returned, rejected, or recalled payment (including a recalled bank transfer, unpaid direct debit, or bounced payment) will incur a returned payment administration charge as notified by the Company from time to time (currently £35 per occurrence), together with any bank charges actually incurred by the Company as a result. Such charges are payable by the Customer within 5 Business Days of notification and bear interest from that date if unpaid.

3.9 The Company may issue separate Invoices for each delivery where Goods are supplied under a phased or multi-delivery order. Each Invoice is a separate payment obligation due in accordance with these Terms.

3.10 The Company will issue monthly statements of account. The Customer must notify the Company in writing of any discrepancy within 7 days of the statement date. Failure to notify within this period shall be deemed acceptance of the statement balance, save for manifest error.

3.11 Invoice disputes: Any bona fide dispute relating to an Invoice must be notified to the Company in writing within 7 Business Days of the date the Invoice is received or deemed received. Invoices sent by email are deemed received on the date of transmission; invoices sent by post are deemed received 2 Business Days after the date of posting. A notice of dispute must set out in reasonable detail the nature of the dispute and the amount in dispute. Failure to raise a dispute within this period, in the absence of good reason, may be treated as acceptance of the Invoice. Raising a dispute does not affect the Customer's obligation to pay any undisputed portion of an Invoice, or any other undisputed Invoices, by their due date. The Company will acknowledge a valid dispute within 5 Business Days and use reasonable endeavours to resolve it within 20 Business Days. Where a dispute cannot be resolved by agreement within 30 days of notification, either party may refer the matter to mediation before a mediator agreed between the parties (or, failing agreement, appointed by CEDR) before commencing court proceedings, unless urgent injunctive or recovery relief is required. Disputes relating to the quantity of Goods shown on a Delivery Docket must be raised within 24 hours of delivery in accordance with clause 5.4; such disputes are distinct from Invoice disputes and are governed by that clause.

3.12 Without prejudice to any other right or remedy, all amounts remaining unpaid after the due date shall bear contractual interest at the rate of 36% per annum (flat rate), calculated on a daily basis from the due date until payment is received in full, whether before or after judgment. This rate reflects the commercial risk, administrative burden, cashflow impact, and financing costs associated with late payment in the provision of construction materials. The Customer acknowledges that this rate has been brought to its attention and represents a genuine pre-estimate of the Company's loss arising from late payment.

3.13 In addition to contractual interest under clause 3.12, the Company reserves the right to charge fixed late-payment compensation per overdue Invoice in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended), as follows: £40 for debts under £1,000; £70 for debts of £1,000 to £9,999.99; £100 for debts of £10,000 or more.

3.14 The Customer shall be liable for all reasonable costs incurred by the Company in recovering overdue sums, including (without limitation) internal administrative time, debt collection agency fees, legal costs on a solicitor-and-client (indemnity) basis, tracing agent fees, court fees, and enforcement costs. Such costs are payable by the Customer in addition to the outstanding debt, accrued interest, and statutory compensation.

3.15 The Company reserves the right to suspend all supply of Goods to the Customer across all accounts and demand immediate payment of all outstanding balances if any Invoice remains unpaid for more than 5 Business Days after its due date.

3.16 Where payment details have been provided by the Customer to the Company, the Customer expressly authorises the Company to collect any outstanding Invoice balance, accrued contractual interest, statutory compensation, and recovery costs using those payment details. Where payment is processed via Stripe, card and payment details are securely processed and stored by Stripe, Inc. in accordance with PCI-DSS requirements; the Company does not store or have access to full card details. This authorisation applies to each individual overdue Invoice and to any associated charges and costs as they fall due.

3.17 A failure by the Company to enforce payment, interest, or charges on any occasion shall not constitute a waiver of its right to enforce them at any future time.

4. Delivery

4.1 Delivery dates and times given by the Company are estimates only. Time for delivery is not of the essence. The Company shall not be liable for any loss, expense, or damage arising from delay in delivery howsoever caused.

4.2 The Customer shall ensure the Delivery Location is accessible for articulated or rigid HGV vehicles (unless a specific vehicle type has been agreed), that ground conditions are suitable to bear the loaded weight of delivery vehicles without damage, and that a competent and authorised person is present at the Delivery Location to direct and accept delivery.

4.3 The Customer warrants and represents that: (a) vehicular access to and within the Delivery Location is suitable, safe, and lawful; (b) there are no underground services, voids, drains, cables, or other sub-surface structures at the intended vehicle route or tipping point that could be damaged by vehicle loading; and (c) all necessary permissions, licences, or permits to receive delivery at the Delivery Location have been obtained. The Company shall not be responsible for verifying any of the above matters.

4.4 The Company shall not be liable for any damage to access roads, verges, hard standings, paving, kerbs, drainage, underground utilities, overhead services, or any other structure or surface arising from delivery vehicles attending the Delivery Location. The Customer shall indemnify the Company against all claims, costs, and losses arising from damage to any such infrastructure or from third-party claims connected with delivery vehicles attending the Delivery Location at the Customer's instruction.

4.5 The Company shall not be liable for any fluid leaks, oil drips, or incidental spills from delivery vehicles or associated equipment during the course of delivery. The Customer accepts responsibility for any cleaning, restoration, or remediation of affected surfaces.

4.6 Where a permit is required for delivery vehicles to wait on or access a public highway, restricted zone, or site with permit-controlled access (including section 171 licences, Skip Permits, TTROs, or any other consent), it is the Customer's sole responsibility to obtain and evidence such permission before the vehicle arrives. The Company shall not be liable for any fines, penalties, delays, or abortive journey costs resulting from the Customer's failure to secure the required legal access. Any regulatory fines imposed on the Company or its vehicles as a result of the Customer's failure shall be recharged to the Customer at cost.

4.7 Each delivery includes a maximum unloading time of 15 minutes on site from the vehicle's arrival. If unloading cannot be completed within this allowance due to site readiness issues, access problems, lack of a site representative, or any other Customer-side delay, waiting time will be charged at the Company's prevailing rate as notified. The Company will use reasonable endeavours to notify the Customer of any waiting time charges before the vehicle departs.

4.8 If the Customer is unavailable to accept delivery or the site is inaccessible on arrival, the Company may: (a) leave Goods at the kerbside (tip to the nearest safe and accessible location at the driver's reasonable discretion); or (b) return the load to depot. In either case the full invoice value of the Goods, the delivery charge, and any waiting time charges remain payable. Where Goods are left at the kerbside, risk passes to the Customer at the point of tipping and the Company accepts no liability for theft, loss, damage, or highway obstruction arising from Goods left at the kerbside at the Customer's request.

4.9 The Customer must not instruct the driver to tip Goods in a location that the driver reasonably considers to be unsafe, unstable, on a gradient, in proximity to a structure, or likely to cause drainage or environmental issues. If the driver refuses to tip on safety grounds, clause 4.8(b) applies.

4.10 Delivery Dockets (including electronic ePODs) constitute prima facie evidence of the quantity, type, and condition of Goods delivered. The Customer or site representative should sign the Delivery Docket upon receipt to confirm delivery. Where no authorised person is available to sign, or signature is refused, the Company's own records (including driver notes and GPS records) shall constitute evidence of delivery. Any discrepancy in quantity or material type must be reported in writing within 24 hours of delivery; claims will not be accepted after this period.

5. Quantity, Weight, and Tolerances

5.1 Goods are sold by weight as measured at the Company's own weighbridge or, where a Company weighbridge is not used, at a third-party calibrated weighbridge or by load estimation at source. Where Goods are weighed at a Company weighbridge, the weighbridge ticket is conclusive evidence of the delivered weight. Where Goods are not weighed at a Company weighbridge, the Company's dispatch and loading records shall constitute prima facie evidence of quantity.

5.2 Due to natural variation in bulk materials — including moisture content, compaction during transport, loading method, and settlement — the weight or volume of Goods delivered may vary from the amount ordered. A tolerance of +/- 10% in weight or volume is acceptable and within normal industry practice. Variations within this tolerance do not constitute a shortfall or overcharge and shall not be grounds for a claim or price adjustment.

5.3 In-transit moisture gain (particularly in sand, recycled sand, and fine aggregates) and natural settlement in transit can increase or decrease the apparent delivered weight versus the loaded weight. These variations are a natural characteristic of bulk materials and do not constitute a defect.

5.4 Where the Customer contends that a shortfall exceeds the tolerance in clause 5.2, written notice must be given to the Company within 24 hours of delivery, quoting the Delivery Docket number. The Company may, at its option: (a) arrange a credit for the confirmed shortfall; or (b) arrange a further delivery to make up the shortfall. The Company shall have no obligation to provide a remedy beyond this. Any re-weighing of Goods required to substantiate a claim shall be carried out at a mutually agreed independent weighbridge and the cost borne equally by both parties unless the shortfall is confirmed, in which case the Company shall bear the re-weighing cost.

6. Specification and Fitness for Purpose

6.1 The Customer is solely responsible for selecting the correct Goods for the intended application and for ensuring that the Specification of the Goods ordered is suitable for the Customer's intended use. The Company does not provide engineering, geotechnical, or construction advice. Where the Customer relies on its own specification, the Company accepts no liability for any failure of the Goods to meet the Customer's performance requirements.

6.2 The Company will supply Goods conforming to the Specification stated in the order confirmation or, where no specific standard has been agreed, to the Company's own product data sheet for the relevant product. No other warranty as to fitness for purpose or suitability for any particular application is given.

6.3 Recycled and secondary Goods: Recycled Goods may exhibit natural variability in grading, particle shape, density, and chemical composition that is wider than equivalent Primary Goods. Where Recycled Goods are supplied under the Environment Agency Quality Protocol, the Company will provide the required documentation. The Customer is responsible for ensuring that the use of Recycled Goods on their site or project complies with all applicable planning conditions, environmental permits, and the requirements of any relevant Quality Protocol. No warranty of chemical inertness or freedom from trace contamination is given for Recycled Goods beyond the requirements of the applicable Quality Protocol.

6.4 The Customer must not use Goods containing Hazardous Material (whether known or unknown at the time of supply) in any application where such use would breach environmental legislation, planning conditions, or site permits. The Company shall have no liability for regulatory enforcement action, remediation costs, or third-party claims arising from the Customer's use or disposal of Goods.

7. Quality and Returns

7.1 The Company warrants that Goods will conform to the Specification at the time of delivery. Visible defects (including incorrect material, obvious grading failure, or visible contamination) must be noted on the Delivery Docket at the point of delivery and reported in writing to the Company within 24 hours. Concealed defects (including grading failures not apparent on visual inspection, or contamination that becomes apparent only on use or testing) must be reported in writing within 7 Business Days of delivery.

7.2 No claim for defective Goods will be accepted where:

- the Goods have been fully spread, laid, incorporated into a construction layer, mixed with other materials, or otherwise used in a manner consistent with their intended purpose, save that for concealed defects (clause 7.1) spread or partial use before discovery of the defect shall not automatically bar a claim if the defect could not reasonably have been detected earlier;
- the Goods have been incorrectly stored, contaminated, or altered after delivery;
- the claimed defect arises from incorrect specification by the Customer;
- the Goods were supplied as Recycled Goods and the claim relates to variability that falls within the applicable Quality Protocol tolerances; or
- the Company has not been given a reasonable opportunity to inspect the Goods before they are removed, used, or disposed of.

7.3 Where a valid claim for defective Goods is accepted by the Company, the Company shall at its option: (a) arrange replacement delivery of conforming Goods; (b) issue a credit note for the price of the affected Goods; or (c) refund the price of the affected Goods. These remedies are the Customer's sole remedies for defective Goods.

7.4 Returns of Goods not claimed to be defective are accepted only with prior written consent from a director of the Company. A restocking charge of 20% of the invoice value of the returned Goods will apply, together with the cost of collection at the Company's prevailing haulage rate. Goods that have been spread, contaminated, mixed, or partially used will not be accepted for return under any circumstances.

8. Retention of Title

8.1 Legal and beneficial ownership of all Goods shall remain vested in the Company until the Company has received payment in full (in cleared funds) for: (a) those specific Goods; and (b) all other sums outstanding between the Customer and the Company on any account, whether or not then due (an all-monies retention of title).

8.2 Until title passes to the Customer, the Customer:

- holds the Goods as bailee for the Company;
- must keep Goods separately identifiable as the Company's property to the extent reasonably practicable having regard to the nature of the Goods (this obligation does not apply to bulk or fungible Goods such as loose aggregates which by their nature cannot practically be separated once delivered);
- must not encumber, charge, or pledge the Goods as security; and
- must maintain adequate insurance on the Goods against all insurable risks for their full replacement value, and must produce evidence of insurance on demand.

8.3 For bulk, fungible, or mixed Goods where individual identification is not practicable after delivery, the retention of title shall operate as a contractual right to the value of the unpaid Goods. The Customer shall account to the Company for that value on demand.

8.4 If the Customer sells or otherwise disposes of Goods before title has passed, the Customer shall hold the proceeds of such sale or disposal on trust for the Company to the extent of all sums then owed, and shall account to the Company for such proceeds on demand.

8.5 The Company is hereby granted an irrevocable licence to enter, during normal business hours and on not less than 24 hours' prior written notice (or without notice in an insolvency situation), any premises owned or occupied by the Customer (or occupied by a third party with the Customer's

consent) to inspect, identify, and recover Goods in which title remains vested in the Company. The Customer shall indemnify the Company against all claims by third parties arising from such recovery.

9. Limitation of Liability

9.1 Nothing in these Terms excludes or limits the Company's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded as a matter of English law.

9.2 Subject to clause 9.1, the Company's total liability to the Customer arising from or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price paid by the Customer for the Goods giving rise to the claim under that Contract.

9.3 The Company shall not be liable, under any circumstances, for any of the following losses, whether direct or indirect:

- loss of profit, revenue, or anticipated savings;
- loss of contract or business opportunity;
- project delays or programme overrun, including any liquidated damages or delay penalties imposed on the Customer by a third party;
- failure of any construction element, foundation, pavement, or structure in which the Goods have been incorporated, where such failure results from incorrect specification by the Customer;
- concrete batching, mix design, or pour failures where the Customer has specified the aggregate type and grading;
- environmental remediation costs, regulatory enforcement action, or planning enforcement action arising from the Customer's use or disposal of Goods; or
- any other indirect, consequential, or economic loss.

9.4 The Customer is solely responsible for obtaining any professional engineering, geotechnical, or environmental advice required in connection with the specification and use of Goods. The Company is a supplier of materials only and does not provide such advice.

10. Environmental and Regulatory Compliance

10.1 The Customer is responsible for ensuring that the importation, storage, use, processing, or disposal of Goods on its site or project complies with all applicable legislation and regulatory requirements, including (without limitation):

- the Environmental Protection Act 1990 and the Environmental Permitting (England and Wales) Regulations 2016;
- the Contaminated Land (England) Regulations 2006;
- the Construction Products Regulation (as retained in UK law) and UKCA/CE marking obligations for Goods used as construction products;
- planning conditions applicable to the Customer's site, including conditions governing the importation of materials;
- the Environment Agency Quality Protocol for Aggregates from Inert Waste, where Recycled Goods are supplied under that Protocol; and
- any site licence, permit, or exemption held by the Customer.

10.2 The Company shall not be liable for any regulatory enforcement action, fines, remediation orders, or third-party environmental claims arising from the Customer's use, storage, or disposal of Goods, regardless of whether the Company had knowledge of the Customer's intended use at the time of supply.

10.3 Where Goods are supplied as recycled or secondary aggregates under the Environment Agency Quality Protocol, the Company will provide the required end-of-waste documentation. The Customer must not represent Goods as compliant with the Quality Protocol for any application other than that for which the documentation was issued.

11. Force Majeure

11.1 The Company shall not be in breach of any Contract or be liable for any failure or delay in performing its obligations where such failure or delay is caused by a Force Majeure Event.

11.2 The Company will notify the Customer as soon as reasonably practicable of any Force Majeure Event affecting a confirmed order and will use reasonable endeavours to resume performance as soon as possible.

11.3 If a Force Majeure Event continues for more than 20 Business Days, either party may terminate the affected order by written notice without liability (save for payment for Goods already delivered). Termination under this clause does not affect any other outstanding orders.

12. Termination

12.1 The Company may terminate any Contract with immediate effect by written notice where: (a) the Customer fails to pay any sum due within 5 Business Days of the due date; (b) the Customer materially breaches any term of these Terms and (where the breach is capable of remedy) fails to remedy it within 5 Business Days of written notice to do so; (c) an Insolvency Event occurs in relation to the Customer; or (d) the Company is required to terminate by any regulatory or enforcement authority.

12.2 Either party may terminate any ongoing supply arrangement (including any framework or standing order arrangement) by giving not less than 30 days' written notice to the other party. Termination does not affect any individual orders already confirmed and scheduled within the notice period, which shall be completed on the agreed terms.

12.3 On termination for any reason, all sums outstanding under these Terms become immediately due and payable. The Company's rights to recover costs, interest, and charges under these Terms survive termination. The Company's retention of title rights under clause 8 remain in full force until all sums are paid in full.

13. Data Protection

13.1 The Company processes Customer personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 on the basis of contractual performance (Article 6(1)(b)) and legitimate interests (Article 6(1)(f)). The Company's Privacy Notice, including data retention periods and data subject rights, is available at www.dr7.co.uk. Data subjects may lodge complaints with the Information Commissioner's Office (www.ico.org.uk).

14. Notices

14.1 Formal notices under these Terms must be in writing and delivered by hand, first class post, or email (with delivery confirmation) to the other party's registered office or principal trading address. Notices sent by first class post are deemed received 2 Business Days after the date of posting. Notices sent by email are deemed received on the next Business Day after transmission, provided no delivery failure notification is received.

15. General

15.1 Assignment: The Company may assign the benefit of any Contract (including the right to recover debts) to a third party without notice. The Customer may not assign any right or obligation under these Terms without the prior written consent of a director of the Company. Any purported assignment without consent is void.

15.2 Third party rights: No person who is not a party to these Terms shall have any right to enforce them under the Contracts (Rights of Third Parties) Act 1999.

15.3 Entire agreement: These Terms constitute the entire agreement between the parties in relation to the supply of Goods and supersede all prior representations, warranties, and agreements. The Customer acknowledges that it has not relied on any representation or statement not set out in these Terms or the relevant order confirmation.

15.4 Waiver: A failure or delay by the Company to exercise any right or remedy shall not constitute a waiver of that right or remedy, nor shall a single or partial exercise preclude any further exercise of the same or any other right.

15.5 Severance: If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect.

15.6 Amendments: The Company may update these Terms at any time by publishing revised Terms on the Company's website or by written notice to the Customer. The version of these Terms in force at the date of each order shall apply to that order.

15.7 Governing law: These Terms are governed by and construed in accordance with the laws of England and Wales. Any dispute arising under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the courts of England and Wales. The Company reserves the right to bring proceedings against the Customer in any other jurisdiction in which the Customer has assets.

Document Amendment History

Version	Date	Summary of Changes
1.0	January 2025	Initial issue.

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