

Please read through these Conditions carefully before placing your order and retain a copy of these terms and your order for future reference.

## 1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

"Business Day"	a day (other than a Saturday, Sunday or public holiday) when banks in 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 12.6;
"Contract"	the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions;
"Customer"	the person or firm who purchases the Goods from the Supplier, in the course of business;
"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, as received by telephone, in person or in paper form;
"Supplier"	Syncoline Limited (registered in England and Wales with company number 03993294 and whose registered address is Unit 6 City Industrial Park, Southern Road, Southampton, SO15 1HA) trading as Myriad.
"website"	<a href="http://www.myriadparts.com">www.myriadparts.com</a>

1.2 In these Conditions, the following rules apply:

- 1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.
- 1.2.3 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.
- 1.2.4 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.
- 1.2.5 A reference to writing or written includes faxes and e-mails.

## 2. BASIS OF 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 are complete and accurate.
- 2.3 A contract shall only come into existence when the Supplier has accepted the Order and (unless the Supplier has agreed credit terms in writing) payment has been received in full in accordance with clause 8.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.5 Any samples, drawings, pictures, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in/on the Supplier's website or as on the Supplier's current video presentations (however accessed) 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.
- 2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue.
- 2.7 Any Customers ordering Goods via the Suppliers website, must be aged 18 and over.

- 2.8 Any Orders are subject to availability and the Supplier will let the Customer know as soon as reasonably practicable if those Goods are not available. The Supplier will also refund or re-credit the Customer for any price paid or debited for the goods.
- 2.9 By placing an Order the Customer is warranting that they are a business customer (and not a consumer) and have the authority to bind any business on whose behalf they use the Supplier's website to purchase Goods.

### **3. GOODS**

- 3.1 The Goods are described on the Supplier's website or in their current video presentations (accessed via a link in the Supplier's website) at the time you place your Order .
- 3.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

### **4. DELIVERY**

- 4.1 This clause does not apply when Goods are collected on the counter.
- 4.2 The Supplier shall ensure that:
  - 4.2.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
  - 4.2.2 if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.3 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("Delivery Location") at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.4 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.5 Should the Customer require goods to be redirected to another address after the goods have been dispatched the Customer may be required to pay an additional postage charge.
- 4.6 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier 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 the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.7 If the Supplier 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. The Supplier 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 the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.8 If the Customer fails to take or accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
  - 4.8.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the [third] Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
  - 4.8.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.9 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them, the Supplier 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.

- 4.10 The Supplier 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.
- 4.11 Upon receipt of the delivery the Customer will be asked to sign for the Goods received. If the packages and/or Goods do not appear to be in good condition then please refuse the delivery. If the Customer is unable to check the contents of the delivery then the Customer should sign 'UNCHECKED' together with their full name. Failure to do so may affect any warranty claim the Customer may make thereafter. The Customer must ensure any inspection of the Goods then takes place within 24 hours of delivery and if damaged/incomplete the Customer must notify the Supplier within 48 hours from delivery.
- 4.12 [If the Customer rejects any Goods then, except where the goods are damaged or the incorrect products have been delivered, the Supplier, will following receipt of the Goods, refund the price to the Customer, less delivery costs and 10% of the price to cover administrative costs.]
- 4.13 For international deliveries the Supplier delivers to those countries listed on the Shipping page on the website. The Customer may be subject to import duties and taxes which are applied when the delivery reaches the delivery destination and the Customer shall be responsible for the payment of such import duties and taxes. The Supplier has no control over these charges and cannot predict their amount.

**5. Returned Goods:**

- 5.1 Myriad will, entirely at its own discretion, accept the return of unwanted stock items which the Customer no longer needs. Items which were the subject of a special order and not held in stock by Myriad, cannot be returned for credit.

Returned items are only accepted up to 14 days from the date of purchase and return postage cost is the responsibility of the Customer.

To be eligible for a return, the item must be unused, in the same condition as received from Myriad and in the original packaging. Proof of purchase must also be included with the returned item.

A credit will be raised to the Customer account after inspection of the returned items, which are then deemed suitable to re-stock.

Myriad reserves the right not to accept a returned item and/or levy a re-stocking charge up to 20% of the invoice amount of the goods returned.

**6. QUALITY**

- 6.1 The warranty granted under this clause 5 is only valid who purchase the Goods for internal use. If the Goods are re-sol any warranty available will become invalid.
- 6.2 The Supplier warrants that on delivery, and for a period of 90 days from the date of delivery ("warranty period"), the Goods shall:
  - 6.2.1 conform in all material respects with their description;
  - 6.2.2 be free from material defects in design, material and workmanship; and
  - 6.2.3 be fit for any purpose held out by the Supplier.
- 6.3 Subject to clause 6.4 and 5.9, if:
  - 6.3.1 the Customer gives notice in writing to the Supplier 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 the Supplier is given a reasonable opportunity of examining such Goods; and
  - 6.3.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost,
 the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 6.4 The Supplier 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 the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or good trade practice regarding the same;
- 6.4.3 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- 6.4.4 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
- 6.4.5 in relation to remanufactured Compressors, clause 5.9 is not complied with.
- 6.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.
- 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 the Supplier.
- 6.8 If the Goods supplied develop a defect while under warranty the Customer should notify the Supplier as soon as possible, but in any event within 14 days of the date the Customer discovered or ought to have discovered the damage, defect or complaint.

**6.9 Service Exchange & Remanufactured Product Warranty**

- 6.9.1 Myriad offers a range of remanufactured products on a service exchange basis, including a **6 month** warranty from the date of delivery.
- 6.9.2 Products included within the programme are Compressors, Engines, Electric Motors, Fan Motors & Blowers, Generators, Electronic Boards and Micro-Processors.
- 6.9.3 Products are offered on a like for like basis, and the exchange item should be returned to Myriad within 10 working days of receipt. Myriad can offer a collection service if required at the appropriate cost.
- 6.9.4 Should the exchange item not be returned within the 10 day period, Myriad reserves the right to levy an additional surcharge invoice.

**The following additional Conditions apply in relation to remanufactured compressors:**

- 6.9.5 The Compressor must only be fitted by a qualified refrigeration engineer.
- 6.9.6 Before fitting the Compressor, the Customer shall ensure that the system has been fully cleaned and have had a new expansion valve and drier fitted.
- 6.9.7 If the defective Compressor has not been returned within 10 days, Myriad reserves the right to levy an additional surcharge invoice.
- 6.9.8 The returned Compressor must be exactly the same as the one which was supplied and must be returned with all necessary paperwork and details including:
  - 6.9.8.1 date of supply;
  - 6.9.8.2 serial number;
  - 6.9.8.3 date of failure; and
  - 6.9.8.4 installation date.
- 6.9.9 The Compressor must be returned in a fully gas tight condition and any Compressor found to contain water will not be accepted under warranty.
- 6.9.10 The Supplier reserves the right to inspect the installation of any Compressor before the Customer returns it for being defective.

**7. TITLE AND RISK**

- 7.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 7.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:
  - 7.2.1 the Goods; and
  - 7.2.2 any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
  - 7.3.1 hold the Goods on a fiduciary basis as the Supplier's bailee;
  - 7.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

- 7.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 7.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 7.3.5 notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.2; and
- 7.3.6 give the Supplier such information relating to the Goods as the Supplier may require from time to time,

but the Customer may resell or use the Goods in the ordinary course of its business.

- 7.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## **8. PRICE AND PAYMENT**

- 8.1 The price of the Goods and delivery shall be the price set out in the Order, or, if no price is quoted, the price set out on the Supplier's website as at the date of delivery. Every effort is made to ensure that prices shown on the Supplier's website are accurate at all times. If there is an error when the Customer places an Order, the Supplier will inform the Customer as soon as possible and offer the Customer the option of re-confirming the Order at the correct price, or cancelling the Order and receiving a refund (if paid). If the Supplier does not receive an Order confirmation within [14] days of the Supplier notifying the Customer of the error, the Order will be cancelled automatically and a refund issued.
- 8.2 The Supplier may, by giving notice to the Customer at any time 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 the Supplier'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
  - 8.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier 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 the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 8.5 Unless otherwise agreed in writing by the Supplier, the Customer shall pay the invoice in full and in cleared funds on making an Order and delivery shall not take place until such payment is received. Payment shall be made by cheque, bank transfer (to an account notified to you by the Supplier), credit card, debit card, or via an online payment gateway including Worldpay, Paypal and Sagepay. Time of payment is of the essence.
- 8.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment ("due date"), then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 8.7 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier 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 the Supplier to the Customer.
- 8.8 If the Supplier provides any Goods upon credit terms, it is entirely at the Supplier's discretion which can be withdrawn at any time, at which point any outstanding amounts become automatically due.
- 8.9 Any credit terms provided by the Supplier must be confirmed to the Customer in writing.

- 8.10 Any credit notes must be used within six months of the date they are issued. Any credit notes over six months old are invalid.

## **9. CUSTOMER'S INSOLVENCY OR INCAPACITY**

- 9.1 If the Customer becomes subject to any of the events listed in clause 9.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.
- 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) 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 an individual) the Customer is the subject of a bankruptcy petition or order;
  - 9.2.5 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;
  - 9.2.6 (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;
  - 9.2.7 (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
  - 9.2.8 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
  - 9.2.9 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 9.2.8 (inclusive);
  - 9.2.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
  - 9.2.11 the Customer's financial position deteriorates to such an extent that in the Supplier'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 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## **10. LIMITATION OF LIABILITY**

- 10.1 Nothing in these Conditions shall limit or exclude the Supplier'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 defective products under the Consumer Protection Act 1987; or
  - 10.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 10.2 Subject to clause 10.1:
- 10.2.1 the Supplier 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, loss of goodwill, loss of business opportunity, or any indirect or consequential loss arising under or in connection with the Contract; and
  - 10.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.
- 10.3 Except as expressly stated in these Conditions, the Supplier does not give any representation, warranties, or undertakings in relation to the Goods. Any representation, conditions or warranty which might be implied or incorporated onto these Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, the Supplier will not be responsible for ensuring that the Products are suitable for your purposes.

## **11. FORCE MAJEURE**

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, communication failure, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

## **12. GENERAL**

### **12.1 Assignment and subcontracting**

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

### **12.2 Notices**

- 12.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- 12.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2.1; if sent by pre-paid first class post or recorded delivery within the United Kingdom, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 12.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### **12.3 Severance**

- 12.3.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the

extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

12.3.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

#### 12.4 **Waiver**

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

#### 12.5 **Third party rights**

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

#### 12.6 **Variation**

12.6.1 Every time the Customer orders any Goods, the Conditions in force at that time will apply to the Contract between the Supplier and the Customer.

12.6.2 Subject to clause 12.6.1, except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

#### 12.7 **Disclaimer**

12.7.1 The Supplier supplies high quality replacement compressors and parts for Carrier® and Thermo King® transport refrigeration and air conditioning equipment. Third party products names, logo brands and other trade marks (whether registered or unregistered) referred to on this website (and in other Supplier marketing materials) are the property of their respective owners. Use on this website does not imply that the owners of such rights are affiliated to Myriad in any way.

12.7.2 Carrier® and Transicold®, are registered trade marks of the Carrier Corporation, registered in the UK and other countries. Thermo King® and TK® are registered trade marks of the Thermo King Corporation. The use of these names, and or any those of any other manufacturers, and any O.E.M. part numbers or partial use of O.E.M. part numbers used alongside products on this website, is done so to aid and assist identification of replacement parts and products, and are used for reference purposes only. In no way do they constitute the approval, and or any association to the O.E.M. in question, nor should they be used to infer any relationship between Myriad and the third party in question. Additional company disclaimers and further information can be seen in the Disclaimer section of our website.

#### 12.8 **Exclusions**

The Supplier and Customer agree that Regulations 9(1), 9(2) and 11 of The Electronic Commerce (EC Directive) Regulations 2002 shall be excluded and shall not apply to the Contract.

#### 12.9 **Governing law and jurisdiction**

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