

TRADE

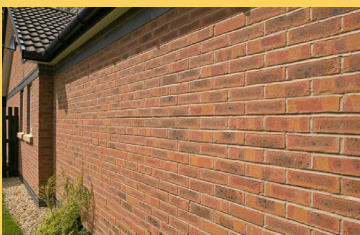


DTC

DTC
Merchants
Limited

Trade Credit Account Application Form

Aggregates • Artificial Grass • Bathroom Solutions • Bricks & Blocks • Cedral Weatherboard • Decking
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Apply today and benefit from trade discounts across our branches:

www.dtcmerchants.co.uk



Tel | 01294 272 824
Fax | 01294 274 188
Email | info@ayrshirebuilding.co.uk

Ayrshire Building and Timber
Supplies, Portland Avenue, Irvine,
Ayrshire KA12 8NL



Tel | 01387 263 951
Fax | 01387 250 163
Email | info@dumfriesbuilding.co.uk

Dumfries Building Supplies,
Huntingdon Road, Dumfries
DG1 1NF



Tel | 01387 250 149
Fax | 01387 250 188
Email | info@dumfriestimber.co.uk

Dumfries Timber Company, C2 Lochar
Industrial Estate, Catherinefield Road,
Dumfries DG1 1NF

NEW CUSTOMER ACCOUNT APPLICATION

If you wish to open a DTC Merchants Limited account, please complete and return with a sample of your *official company letterhead*.

COMPANY DETAILS

Full Company Name

Trading Name (if different)

Type of Company Limited Company PLC Government Dept./Institution/Professional Body
(Please tick) Partnership Sole Trader Other - Please State

Company Registration Number Established..... No. of Employees

Nature of Business.....

Do you have a parent or holding company? Is so, please give details.

Company Name.....

..... Holding Company Reg. No.....

BUSINESS ADDRESS DETAILS

Address

.....

..... Postcode.....

Landline Tel (inc STD)..... Fax (inc STD).....

Mobile Tel..... Email.....

Please complete any delivery information (ie. Gate No. etc).....

.....

INVOICING / STATEMENT ADDRESS (if different to business address)

Company Name

Address.....

..... Postcode.....

Tel (inc STD)..... Fax (inc STD).....

WHO IS YOUR PURCHASE/BOUGHT LEDGER CONTACT? Please complete their full name below

Mr/Mrs/Miss/Ms..... Tel No. (inc extension).....

Job Title..... Department

Bank details: Please enclose a copy of the letter of intent from your bank/building society if applicable

Bank/Building Society Name: Account Holder's Name:.....

Address: Bank Account No:.....

..... Postcode SORT Code:.....

Do you mind us contacting your lender? (Y/N):.....

Main branch you intend to trade with:

ABTS (Ayrshire Building & Timber Supplies)

DBS (Dumfries Building Supplies)

DTC (Dumfries Timber Company)

Credit limit required:

£:

Order No/Job Reference Mandatory

To find your nearest branch, please use www.dtcmerchants.co.uk

TWO INDEPENDENT TRADE REFEREES (Must be complete)

Contact Name

Company Name

Address

.....

..... Postcode

Tel (inc STD)

Fax (inc STD)

Contact Name

Company Name

Address

.....

..... Postcode

Tel (inc STD)

Fax (inc STD)

Please note that both references must be totally independent of the applicant.

PROPRIETORS OR PARTNERS DETAILS

Proprietors/partners name

.....

.....

Postcode..... Date of Birth.....

Tel (inc STD)

Fax (inc STD)

Proprietors/partners name

.....

.....

Postcode..... Date of Birth.....

Tel (inc STD)

Fax (inc STD)

In the case of sole traders or partnerships, this section must be completed.

For credit reference purposes a date of birth is mandatory for proprietors or partners.

TO BE COMPLETED IN FULL BY APPLICANT

In consideration of DTC Merchants Limited ("the Company") agreeing to open a Credit Account,

I/We

Being authorised person(s) (a director where applicable) of.....

("the Customer") agree that all transactions of sale will be conducted within the Conditions of Sale stated overleaf.

Please pay particular attention to our Payment Terms and Retention of Title Clauses and initial here for your acceptance

Company letterhead enclosed

Please Note: We may use the information you provide to make a search with a credit reference agency, which may keep a record of that search. In the case of a limited company we may also make enquiries with a credit reference agency about the principal directors of that company.

Signature(s)..... Date

(If a Partnership - all Partners should sign)

Full Name(s) in block capitals

Job Title.....

Department..... Direct Tel.....

When completed, forward this form with a copy of your letterhead to the address below.

We will contact you to advise when your account has been opened.
Please contact DTC Merchants Limited, if you require any help or advice.
DTC Merchants Limited, Huntingdon Road, Dumfries, Scotland DG1 1NF
Tel: 01387 262049 Email: info@dtcmerchants.co.uk

For Credit Decision (For Office use only) Credit given..... yes/no Signed	ACCOUNT NUMBER
Credit limit £..... Date.....	LETTER SENT

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

1. Interpretation

- 1.1. **Definitions:**
 1. **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in Edinburgh or Glasgow are open for business.
 2. **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 11.3.
 3. **Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
 4. **Customer:** the person or firm who purchases the Goods from the Supplier.
 5. **Force Majeure Event:** an event or circumstance beyond a party's reasonable control.
 6. **Goods:** the goods (or any part of them) set out in the Supplier's Quotation.
 7. **Order:** the Customer's order for the Goods, being the Customer's acceptance of the Supplier's quotation.
 8. **Special Goods:** non-stock items which are manufactured by a third party or Goods which are manufactured or produced in line with a Specification provided by the Customer.
 9. **Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.
 10. **Supplier:** DTC Merchants Limited (registered in Scotland with company number SC299941).
- 1.2. **Interpretation:**
 - (a) 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.
 - (b) 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.
 - (c) a reference to **writing** or **written** includes emails.

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 and any applicable Specification are complete and accurate.
- 2.3. The Order shall only be deemed to be accepted when the Supplier informs the Customer that they have accepted the Order, at which point the Contract shall come into existence.
- 2.4. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5. Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor 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 the time period specified on the quote.

3. Goods

- 3.1. The Goods are described in the Supplier's brochure or website as modified by any applicable Specification.
- 3.2. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier 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 professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3. The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
- 3.4. The Customer shall be responsible for assessing and selecting the Goods that are required and for ensuring that the Customer understands the nature and performance of the Goods, including any potential harmful or hazardous effects of the Goods.

4. Delivery

- 4.1. The Supplier shall ensure that:
 - (a) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable) and if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (b) 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.
- 4.2. The Supplier shall deliver the Goods to the location agreed between the parties at the time the Supplier accepts the Order (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready for delivery. Alternatively, if agreed between the parties, the Customer shall collect the Goods from the Supplier's premises or such other location as may be advised by the Supplier prior to delivery (**Collection Location**) within five Business Days of the Supplier notifying the Customer that the Goods are ready for collection.
- 4.3. Delivery is completed on the completion of unloading or loading of the Goods at the Delivery Location (or, where appropriate in the driver's opinion, to the nearest suitable road to the Delivery Location at which the vehicle can safely and lawfully unload). In the case of goods that are to be collected, delivery is completed when the Customer, or a courier engaged by the Customer, collects the Goods from the Collection Location.
- 4.4. The Customer will be responsible for all steps that need to be taken for the protection of persons and property where Goods are delivered (including any public highway) and will indemnify the Supplier in respect of any loss, costs, claims or expenses which result from your failure to do so.
- 4.5. The Supplier will not be responsible for any damage to the Goods after these have been delivered. For example, the Supplier will not be responsible for any damage caused to the Goods as a result of these being delivered to an outdoor location during adverse weather conditions.
- 4.6. Unless agreed between the Supplier and the Customer before delivery, the Supplier shall not be obliged to provide equipment such as a crane or forklift for unloading the Goods at the Delivery Location. Save as agreed otherwise, it shall be the responsibility of the Customer to provide all necessary equipment and personnel to enable delivery of the Goods.
- 4.7. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier accepts no liability for failure to meet promised delivery times, which shall be treated as estimates only. 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. The Customer acknowledges that Special Orders are subject to the performance of third party suppliers, which is outside the control of the Supplier.
- 4.8. 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.
- 4.9. If the Customer fails to take or accept delivery of the Goods within five Business Days of the Supplier notifying the Customer that the Goods are ready for delivery or collection, 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:
 - (a) 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 the Supplier notified the Customer that the Goods were ready; and
 - (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

- 4.10. If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery or collection and 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.
- 4.11. If the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice. The Supplier shall be entitled to charge the Customer for any goods delivered to the Customer which exceed the quantity of Goods set out in the Supplier's quotation and collect the excess goods from the Customer's premises upon giving reasonable notice.
- 4.12. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality

- 5.1. For Goods which do not have a manufacturer's guarantee, the Supplier warrants that on delivery the Goods shall:
 - (a) conform with their description and any applicable Specification; and
 - (b) be free from material defects in design, material and workmanship.
- 5.2. Subject to clause 5.3, if:
 - (a) the Customer gives notice in writing to the Supplier within three Business Days of discovering that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
 - (c) 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.
- 5.3. The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
 - (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
 - (b) 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 (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
 - (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4. 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 5.1.
- 5.5. 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.
- 5.6. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 5.7. If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.
- 5.8. Some of the Goods we sell to you come with manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

6. Title and risk

- 6.1. The risk in the Goods shall pass to the Customer on completion of delivery or collection in terms of clause 4.3.
- 6.2. Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier 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.
- 6.3. Until title to the Goods has passed to the Customer, the Customer shall:
 - (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.1; and
 - (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 6.4. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy the Supplier may have:
 - (a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - (b) the Supplier may at any time:
 - (i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Price and payment

- 7.1. The price of the Goods shall be the price set out in the Supplier's quotation or the price confirmed by the Supplier to the Customer when the Supplier notifies the Customer that the Goods are ready for delivery or collection, as the case may be.
- 7.2. 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:
 - (a) 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);
 - (b) any request by the Customer to change the delivery date(s), delivery address, quantities or types of Goods ordered, or the Specification;
 - (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions; or
 - (d) change to the Customer's delivery address.
- 7.3. The price of the Goods:
 - (a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 7.4. The Supplier may invoice the Customer for the Goods at the point when the Supplier notifies the Customer that the Goods are ready for collection or delivery. Unless the Customer challenges in writing to the Supplier any invoice submitted by the Company within seven days of receipt the customer shall be barred from challenging the invoice and shall be deemed conclusively to have accepted the goods described therein were received and that the sum claimed in the invoice is due.
- 7.5. The Customer shall pay the invoice in full and in cleared funds within five business days of the Supplier notifying the Customer that the Goods are ready for collection or delivery. The Supplier shall not be obliged to deliver the Goods or allow collection of the Goods until payment of the Supplier's invoice if received in full. Payment shall be made to the bank account nominated in writing by the Supplier. Time for payment is of the essence.
- 7.6. For customers with a credit account facility, payment for the Goods shall be made by you to the Supplier by the end of the month immediately following the month in which they were delivered and time for payment shall be of essence to the contract.

- 7.7. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above The Royal Bank of Scotland plc'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.
- 7.8. 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). 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. Termination

- 8.1. Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
 - (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of that party being notified in writing to do so;
 - (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) 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.
- 8.2. Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.1(a) to clause 8.1(d), or the Supplier 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.
- 8.3. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 8.4. On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.
- 8.5. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 8.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9. Limitation of liability

- 9.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:
 - (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - (d) defective products under the Consumer Protection Act 1987;
 - (e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 9.2. Subject to clause 9.1:
 - (a) the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, delict (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 and 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, delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.
 - (b)

10. Force majeure

The Supplier shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for three months, either party may terminate this Contract by giving two weeks written notice to the affected party.

11. General

- 11.1. **Assignment and other dealings.**
 - (a) The Supplier 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.
 - (b) 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 the Supplier.
- 11.2. **Entire agreement.**
 - (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 11.3. **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.4. **Waiver.** 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.
- 11.5. **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.
- 11.6. **Notices.**
 - (a) 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 email.
 - (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.7(a); 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 email, one Business Day after transmission.
 - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 11.7. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Scotland.
- 11.8. **Jurisdiction.** Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.