



## Specialist Suppliers of Fuel and Road Tanker Equipment

📍 HQ: PFS Fueltec, Unit 1 Great Domsey Farm, Feering, CO5 9ES  
E: [pfssales@pfsfueltec.com](mailto:pfssales@pfsfueltec.com) T: +44(0)1376 535260

📍 Scotland: PFS Fueltec, Unit 3 Hayfield Court, Bankside, Falkirk, FK2 7ZR  
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[www.pfsfueltec.com](http://www.pfsfueltec.com)

## TERMS AND CONDITIONS OF SALE

### DEFINITIONS

1. "The Company" means PFS Fueltec Ltd, or any subsidiary or associated company in the context required. "The Customer" means the person, firm or company to be supplied with the Goods by the Seller. "Goods" means the vehicles plant equipment materials goods and/or other items and/or (where applicable) services to be supplied pursuant to the Contract (including goods or materials which have been affixed to or form part of any vehicle or structure). "The Contract" means the Contract for sale by the Company and purchase by the Customer of the Goods made between the Company and the Customer to which these Conditions apply and which shall include any order issued thereunder. "Vehicle" means any mechanically propelled vehicle or any machine.

### ESTABLISHMENT OF CONTRACT

1. Quotations by the Company do not constitute an offer and the Company reserves the right to withdraw or amend the same at any time prior to the acceptance in writing by the Company of the Customer's order pursuant to any such quotation.
2. (a) Unless otherwise agreed in writing by a director of the Company these Conditions (which supersede any earlier sets of Conditions appearing in the Company's catalogue brochures or elsewhere) apply to all Contracts and shall override any terms or conditions stipulated incorporated or referred to by the Customer whether referred to in the Customer's order or in any negotiations or correspondence or elsewhere. Acceptance of Goods by or on behalf of the Customer shall be conclusive evidence that these Conditions are accepted by the Customer and that they apply to the Contract. If the Customer does not accept these Conditions or any of them, he must return the Goods forthwith.  
(b) Nothing contained in these Conditions is intended to affect the statutory rights of a customer who deals with the Company as a Consumer.  
(c) Subject as herein provided as guarantees warranties and conditions (including any conditions as to quality or fitness for any particular purpose) whether express or implied by statute common law or otherwise are excluded and hereby negated.  
(d) Where the Company provides the Customer with credit facilities any terms and conditions imposed by the Company from time to time in respect of such credit facilities shall be deemed to be incorporated in these Conditions as if the same were set out herein.

### SPECIFICATION AND DRAWINGS

1. (a) All descriptive matter drawings and particulars of sizes weights performances finished colours and dimensions descriptions and illustrations submitted by the Company or contained in the Company's or the manufacturer's catalogues brochures price lists and other advertising matter are intended merely to present a general idea of the Goods and none of these shall form part of the Contract nor shall the Company be liable for any representations made therein.  
(b) The Customer shall accept the Goods in fulfilment of the Contract notwithstanding variations in construction specification colour or size, which are reasonable within the limitations which are imposed by availability of materials and components and by the production techniques.  
(c) Notwithstanding that the Goods are stated in the Contract to be produced by a particular manufacturer and/or the contract price is taken from the price list of a particular manufacturer the Company reserves the right to supply alternative goods of the same or similar specification produced by a different manufacturer and reserves the right to charge the contract price notwithstanding that the manufacturer's list price for such alternative goods is different from the contract price.  
(d) If the manufacturer of the Goods adopts any changes or modifications in construction design or specification of the Goods including alteration of the external appearance thereof the Customer shall accept the Goods so changed or modified in fulfilment of the Contract provided that overall, the Goods perform their function in a manner which is not materially less effective as a result.



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### VARIATION CANCELLATION AND SUSPENSION

- (a) Should the Company incur any extra cost owing to the Customers delay or refusal to accept delivery or the suspension of work by the Customer's instructions or lack of instructions or interruptions delays mistakes or work for which the Company is not responsible such extra cost (including a reasonable profit element) shall be added to the Contract price and paid for accordingly. The Customer shall not instruct the employees of the Company or its sub-contractor's employees to carry out any alterations or additions without the same being agreed in writing and such alterations and additions shall be the subject of a reasonable extra charge.

(b) In the event of the Customer returning or failing or refusing to accept any of the Goods in accordance with the Contract the Company shall be entitled at its option either to deliver and invoice the Customer for the goods or any balance of the Goods then remaining undelivered or to suspend or cancel that and any further deliveries under the Contract or the Company may at its discretion and, if so long as its storage facilities permit, store the Goods and take all reasonable steps to prevent their deterioration until their actual delivery. The Customer shall be liable to the Company for the reasonable costs including transport administration and insurance of it so doing but without prejudice to the Company's right at any time to exercise its right to deliver and/or cancel in accordance with the foregoing provisions of this sub-clause. This provision shall be in addition to and not in substitution for any other payment or damages for which the Customer may become liable in respect of its failure to take delivery at the appropriate date.

### LIABILITY FOR DELAY AND/OR INABILITY TO SUPPLY

- Delivery dates mentioned in the Contract or any quotation order or acceptance form or elsewhere are approximate only and the Company shall not be under any liability to the Customer in respect of any delay in delivery howsoever arising and the Company shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.
- In the event of total failure to deliver any goods the liability of the Company shall be limited to the value of such goods referred to in the relevant order.
- Subject to point 1 above delivery shall be taken by the Customer within the period (if any) named in the Contract and such full details as may be necessary or required by the Company to enable the Company to complete delivery within such a period shall be supplied by the Customer in writing.

### DAMAGE OR LOSS IN TRANSIT

- (a) Where the Contract provides that the Company will deliver the Goods to a named place or destination, no claim for damage in transit, shortage of delivery or loss of Goods will be entertained unless a notice in writing is recorded on the delivery documentation and is signed by an authorised signatory of the Customer and this is given to the carrier or driver concerned at the time of delivery and the Company is notified in writing within three working days of the delivery of the Goods and such written notice and notification is followed by a complete claim in writing received by the Company within seven working days of the date of delivery.

(b) The Purchaser must examine all Goods at the place and time of delivery as aforesaid and no claim will be entertained in respect of Goods which have not been checked and examined by the Purchaser at the time of delivery.

(c) In respect of time limits specified in this clause time shall be of the essence.

### RISK AND DELIVERY

- Risk in the Goods shall pass on delivery and unless otherwise agreed in writing delivery shall take place at the Company's premises.



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### DEFECTS AND LIABILITY

- Where Goods are not of the Company's own manufacture whether incorporated in other Goods or not then, in the case of new Goods the Company will pass on to the Customer (insofar as he is able) the benefit of any guarantee or warranty afforded by the manufacturer of such Goods and
  - The Company shall not be liable in respect of any loss or damage suffered by the Customer or any third party arising directly or indirectly as a result of any inaccurate statement or opinion expressed by any employee agent or sub-contractor of the Company in respect of any fault or disrepair in any Goods or any failure on the part of such employee agent or sub-contractor to identify or detect such fault or disrepair on such Goods.
  - The Goods must be operated, used, serviced, maintained, repaired and stored by the Customer in the manner and under the conditions recommended by the Company and/or the manufacturer from time to time and liability will not be accepted by the Company for goods represented by the Customer to be defective insofar as such defect is due to the fact that they have not been so operated, used, serviced, maintained, repaired and/or stored (and the Customer shall be deemed to purchase the Goods with full knowledge of such recommendations) or that they have been altered or reconstructed.

### PRICES AND TERMS OF PAYMENT

- All quotations by the Company are exclusive of Value Added Tax or any similar taxes and all levies duties or taxes applicable to the Goods and are subject to adjustments to take into account such items at the appropriate date of shipment or delivery.
  - The Contract price for the Goods may be increased by the Company in accordance with market conditions at the date of actual supply and the Customer shall pay such additions in addition to the Contract or quoted price. Without prejudice to the generality of the foregoing "market conditions" shall include any increase in manufacturer's prices and/or in the cost of labour and/or materials and/or operations and/or transport.
  - The Company reserves the right at its option to require payment in part or in full for the Goods prior to manufacture carrying out of work or services or despatch and reserves the right to withhold manufacture supply or services or delivery of the Goods until such payment is received notwithstanding the fact that the Company has previously agreed to provide credit facilities to the Customer. Subject as aforesaid and unless otherwise agreed the contract price for inspection servicing repairs or other work carried out on a vehicle or other item must be paid before the same is removed by the Customer from the Company's premises.
  - All sums due from the Customer to the Company shall become immediately due if the Purchaser is in breach of any of his obligations under the Contract or these Conditions.
  - Where the Company agrees to give a discount, the Company reserves the right to cancel such discount if the Customer breaches any of the terms of the Contract and the contract price plus the amount discounted will become payable.
  - Interest shall be payable by the Customer on any amount outstanding after the due date at the rate of 2% per month (calculated on a day-to-day basis) to run from the date on which such amount was due until receipt by the Company of the full amount due (whether before or after any judgement).
  - The Customer shall indemnify the Company in respect of all legal administrative and other costs and expenses resulting from any breach by the Customer of the terms of these Conditions or the Contract.
  - A cheque given by the Customer shall not be regarded as payment until it has cleared.
  - Unless the Customer has a credit account authorised by the Company, the terms are cash in full upon completion of the work and before delivery. Payment for authorised credit accounts is due on the date shown on each invoice. The Company strictly enforces this rule and retains the right to charge 2% per month interest on accounts not settled by the due date.



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### RETENTION OF TITLE

1. (a) If delivery of the Goods or any part of them has been made before payment of all sums due to the Company from the Customer under the Contract the goods delivered shall (irrespective of whether they have become affixed to any vehicle machine or structure) remain the property of the Company until such payment under the Contract has been affected. The Customer shall give the Company every assistance in taking any measures required to protect the Company's right of property or such other right as aforesaid.
- (b) Until payment of all sums due to the Company by the Customer under the Contract the Customer shall store the Goods in such way as they are clearly the property of the Company.
- (c) If any payment under the Contract is overdue or there is any breach by the Customer of any of the provisions of the Contract the Company reserves the right to repossess any of the Goods (irrespective of whether they have become fixtures) and thereafter to re-sell the same and for this purpose the Customer's premises with or without vehicles during normal business hours and this right shall continue to subsist notwithstanding the termination of the Contract through the happening of any of the events specified in these Conditions or otherwise and without prejudice to any accrued rights of the Company under the Contract.
- (d) If notwithstanding the preceding sub-clauses, the Customer or any person acting through him or on his behalf purports to re-sell the Goods or any part of them prior to payment of all sums due to the Company from the Customer under the Contract the Customer shall hold the proceeds of the sale of the Goods or such part of them as aforesaid in trust for the Company and shall be accountable to the Company for such proceeds.
- (e) In the event of the Goods or any part thereof being constructed erected or incorporated in any part of the vehicle or other goods or structure prior to payment of all sums due to the Company from the Customer under the Contract the Customer shall in the event of sale of such vehicle goods or structure hold that part of the proceeds of sale thereof as is attributable to the Goods (or such part of the Goods as are contained in or affixed to the said vehicle or goods or structure) in trust for the Company and will account to the Company for the part of the said proceeds of the sale as are attributable to the Goods.
- (f) In the event of the Company repossessing any of the Goods and reselling the same it will hold the proceeds of the sale of such Goods as trustee for the Customer to the extent that those proceeds of the sale exceed that total of all monies owed by the Customer to the Company under the Contract and any costs incurred by the Company in connection with such resale.
- (g) If the Company becomes entitled to repossess any Goods by virtue of these conditions, then if the Goods are not clearly identifiable as the property of the Company.
  - (i) It shall be irrefutably presumed that the Customer has used or sold Goods which belong to the Customer before Goods which belong to the Company and
  - (ii) the Company shall be entitled to exercise its licence under sub-clause (c) above to repossess any goods which are similar to the Goods belonging to the Company and it shall be irrefutably presumed that the Goods which the Company shall repossess belong to the Company.
- (h) The Company is entitled to a lien on all goods of the Customer in the Company's repossession for all sums due to the Company from the Customer on any account howsoever arising.

### PURCHASER'S DEFAULT

1. (a) If in the case of a Contract or any order involving more than one delivery default is made in payment on the due date the Company shall have the right to suspend all or any further deliveries pending payment but without prejudice to its right to terminate the Contract in its entirety under sub-clause (b) below.



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(b) If the Customer shall make default or commit any breach of any of his obligations to the Company or if any distress or execution shall be levied upon the Customer his property or assets or if the Customer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any bankruptcy petition shall be presented or made against him or if the Customer shall be a limited company and any resolution or petition to wind up the business of such company shall be passed or presented otherwise than for reconstruction or amalgamation or if a receiver or administrative receiver or such company's undertaking property on assets or any part thereof shall be appointed or a petition for an administrative order shall be presented to the Customer shall be deemed to be in breach of Contract and the Company shall have the right forthwith to determine any Contract then subsisting and upon written notice of such determination being posted by it to the Customer's last known address any subsisting Contract shall be deemed to have been determined without prejudice to any claim or right the Company might otherwise make or exercise.

### FORCE MAJEURE

1. All contracts (including for the avoidance of doubt obligations under these conditions) may be cancelled by the Company or suspended by the Company for such period or periods as the Company in its absolute discretion shall elect (and the Company shall have the right to cancel after a period or periods of suspension) without liability on the Company's part in the event of the Company being unable to fulfil or being delayed or interrupted in the fulfilment of any of its obligations under a Contract by reason of strikes lockouts trade disputes breakdowns accidents statutes rules regulations orders restrictions prohibitions recommendations requisitions or other act of national or local government war invasion act of foreign enemy hostilities (whether war has been declared or not) civil war rebellion revolution insurrection or military or usurped power shortage of raw materials or inability to secure materials labour transport or licenses contingencies beyond its control and the Customer shall be obliged to pay for that part of the Contract which is actually carried out by the Company on a pro rata basis in relation to the Contract price as a whole.

### SET-OFF

1. The Customer shall not be entitled to withhold payment of any sums after they have become due by reason of any right of set-off or counter claim which the Customer may have or allege or for any reason whatsoever.

### RETURNS POLICY

1. We aim to ensure you are satisfied with your purchase. Upon delivery, please inspect the Goods carefully to confirm they are correct and free from defects. If any of the Goods are unsuitable, they may be returned within seven (7) days of delivery, provided they are in their original packaging, unused, and in saleable condition.
2. Refunds will be processed as follows:
  - (i) Stock Items: A refund will be issued for the full amount, less a handling fee of fifteen percent (15%).
  - (ii) Special Orders: A refund will be issued for the full amount, less a handling fee of sixty- five percent (65%).
3. All returns are subject to the Goods being in resalable condition, as determined by the Company at its sole discretion.

### LEGAL CONSTRUCTION

1. These conditions and the Contract shall be governed by and construed and interpreted in accordance with the Laws of England and for the purpose of settlement of any disputes arising out of or in connection with these Conditions or the Contract the parties hereby submit themselves to the sole jurisdiction of the English Courts.



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### GENERAL

- (a) The Company reserves the right to sub-contract the performance and/or fulfilment of the Contract or any part thereof.

(b) The failure on the part of either party to the Contract to exercise or enforce any right conferred by the Contract shall not be deemed to be a waiver of any such rights nor to operate so as to bar the exercise of enforcement thereof at any time thereafter.

(c) Any notice required to be given in writing shall be deemed to have been duly given if hand delivered or sent by prepaid post first class or fax addressed to the party concerned at its principal place of business or last known address and in the case of a notice sent by prepaid post shall be deemed to be served at the time of actual delivery or 48 hours after posting whichever is the earlier.

(d) In the event that any one or more of the provisions contained in these Conditions shall be invalid illegal or unenforceable in any respect the validity legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

### HEADINGS

The paragraph headings of these Conditions are for convenience only and shall in no way form part thereof

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### PFS Fueltec Website Terms and Conditions

#### Introduction

By accessing, browsing, or using our website [www.pfsfueltec.com](http://www.pfsfueltec.com) or sub domains of, you agree to comply with and be bound by the following terms and conditions. If you do not agree with these terms, please do not use the website.

#### Definitions

- "Company" refers to PFS Fueltec Ltd and its subsidiaries.
- "Customer" refers to any trade account holder, business entity, or individual authorised to make purchases or place orders on behalf of a trade account.
- "User" refers to anyone accessing the website, including master and sub-users assigned by the Customer. Account Access and User Management

#### Master User Access:

Trade account customers are assigned a "master user" account upon setup, which has the authority to view trade prices, place orders, and manage additional user access within their company.

#### User Assignment:

Master users may grant website access to other employees within their company, known as "sub-users". The master user is responsible for maintaining the list of active sub-users and ensuring that they are appropriately authorised within the company.



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### User Responsibilities:

The Customer, through the master user, is solely responsible for maintaining and updating the list of sub-users with access to the website. This includes promptly deactivating any users who should no longer have access.

### Customer Responsibility and Liability

- **User Authorisation:** It is the sole responsibility of the Customer to ensure that each user with access (master and sub-users) is fully authorised to place orders on behalf of the Customer's company.
- **Unauthorised Use:** The Company cannot be held liable for any orders placed by users who were granted access by the Customer, even if they were not intended to have such permissions within the Customer's organisation. This includes instances where users place orders without the appropriate authorisation from the Customer.
- **Security of Credentials:** The Customer is responsible for safeguarding their login credentials and ensuring that only authorised users have access. The Company is not liable for any loss resulting from unauthorised access due to security breaches, such as password sharing or failure to update access lists.

### Orders and Transactions

- **Order Placement:** All orders placed via the website are binding and final once confirmed. The Customer is responsible for ensuring the accuracy of each order, including product specifications, quantities, and delivery details.
- **Order Changes and Cancellations:** Changes or cancellations of an order after it has been placed must be requested as soon as possible. The Company will accommodate such requests at its discretion, subject to availability and processing time.
- **Pricing:** Prices displayed to trade account customers on the website are exclusive to the Customer and may be subject to VAT or other applicable taxes. Prices are valid as quoted at the time of order placement but may change without notice.

### Product Descriptions and Availability

- **Product Information:** While we strive to provide accurate product descriptions and availability, errors may occur. The Company reserves the right to correct inaccuracies or update product details at any time without prior notice.
- **Availability:** Product availability is subject to stock levels. If an item is unavailable after an order is placed, the Customer will be notified as soon as possible, and alternatives or refunds may be offered.

### Delivery and Risk

- **Delivery Terms:** Delivery times are estimates and may vary based on stock levels, carrier availability, and external factors. The Company is not liable for any delays in delivery.
- **Risk Transfer:** Risk in the Goods transfers to the Customer upon delivery. It is the Customer's responsibility to inspect the goods upon arrival and report any damages within three days.

### Website Usage

- **Acceptable Use:** Users agree not to misuse the website in any way, including but not limited to tampering with website functionality, unauthorised access to other accounts, or introducing malicious software.
- **Intellectual Property:** All content on the website, including logos, product descriptions, images, and software, is owned or licensed by the Company. Users may not reproduce, distribute, or exploit any content without prior written permission.



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- **Prohibited Activities:** Users are prohibited from engaging in any activity that could harm the website, its operations, or other users. This includes attempts to hack, introduce viruses, or disrupt service.

### Data Protection and Privacy

- **Personal Data:** The Company handles all personal data in accordance with its Privacy Policy, available on the website. By using the website, Customers agree to the collection, storage, and use of their data as described in this policy.

- **User Management Data:** The Company stores information related to the Customer's user management, such as login details and order history, to ensure account security and provide service continuity. The Customer agrees to notify the Company of any updates to user permissions.

### Limitation of Liability

- **Website Availability:** The Company does not guarantee that the website will be available at all times or that it will be free from errors. Scheduled maintenance or technical issues may result in temporary downtime.

- **Indirect Damages:** The Company is not liable for any indirect, incidental, or consequential damages arising from the use or inability to use the website, including loss of profits, business interruption, or data loss.

- **Overall Liability:** The Company's total liability for any claims arising under these terms shall not exceed the value of the Goods ordered by the Customer.

### Termination of Access

- **Right to Terminate:** The Company reserves the right to suspend or terminate access to the website for any Customer who violates these terms or is suspected of fraudulent or unauthorised activity.

- **Effect of Termination:** Upon termination, all rights granted to the Customer and any associated users under these terms cease immediately. The Customer remains responsible for any outstanding orders or payments.

### Governing Law and Dispute Resolution

These terms are governed by English law. Any disputes will be resolved in the courts of England, which shall have exclusive jurisdiction.

#### Modifications to Terms and Conditions

The Company reserves the right to amend these terms and conditions at any time. Changes will be effective immediately upon posting to the website, and continued use of the site indicates acceptance of any modified terms.

#### Contact Information

For any questions or concerns about these terms and conditions, please contact us.