

## TERMS AND CONDITIONS OF SALE

Floodgate Limited supplies Goods on the following terms and conditions:

### 1. INTERPRETATION

1.1. The meaning of the words used in these terms and conditions are as follows:

- 1.1.1. **Agreement:** means the agreement between Floodgate and the Buyer for the sale of Goods, incorporating these terms and conditions and the Order Confirmation and any other documents (or parts thereof) specified by Floodgate.
- 1.1.2. **Buyer:** means the person, firm or company who enters into the Agreement to purchase Goods from Floodgate.
- 1.1.3. **Buyer's Order:** means the order form submitted by the Buyer for the purchase of Goods.
- 1.1.4. **Contract Price:** means the price paid by the Buyer for the Goods.
- 1.1.5. **Dispatch Confirmation:** means the acknowledgment, whether in writing, by phone or in person provided to the Buyer confirming that the Goods have been sent for delivery to the Buyer.
- 1.1.6. **Floodgate:** means Floodgate Limited (Company number 04207336) of 49-51 Lammas Street, Carmarthen, Carmarthenshire SA31 3AL.
- 1.1.7. **Good Industry Practice:** means using standards, practice, methods and procedures and exercising that degree of skill and care, diligence, prudence and foresight which one would reasonably and ordinarily expect from a skilled and experienced person engaged in a similar type of understanding under the same or similar circumstances.
- 1.1.8. **'Goods'** means the goods we shall provide to you and which you will pay for, being flooding protection products.
- 1.1.9. **Order Confirmation:** the acknowledgement provided by Floodgate to the Buyer confirming acceptance of the Buyer's Order and setting out details of the same.
- 1.1.10. **Intellectual Property Rights:** means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
- 1.1.11. **Serviced Countries:** means those countries which we will supply Goods to pursuant to this Agreement.
- 1.1.12. **Website:** means the Floodgate website at web address [www.floodgate.ltd.uk](http://www.floodgate.ltd.uk)

### 2. APPLICATION OF TERMS

- 2.1. These conditions shall:
  - 2.1.1. apply to and be incorporated into the Agreement; and
  - 2.1.2. prevail over any inconsistent terms or conditions contained, or referred to in the Buyer's Order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing.
- 2.2. These conditions apply to all Floodgate sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by Floodgate. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Floodgate which is not set out in the Agreement. Nothing in this clause

shall exclude or limit Floodgate's liability for fraudulent misrepresentation.

2.3. The Buyer's Order, or the Buyer's acceptance of a quotation for Goods by Floodgate constitutes an offer by the Buyer to purchase the Goods specified in it on these conditions. No offer placed by the Buyer shall be accepted by Floodgate other than:

- 2.3.1. by an Order Confirmation issued and executed by Floodgate; or
- 2.3.2. (if earlier) by Floodgate delivering the Goods at which time a contract for the supply of those Goods on these conditions will be established.

2.4. The Buyer shall ensure that the details of the Buyer's Order and any applicable specification or other documentation relating to such order are complete and accurate.

### 3. SERVICE AVAILABILITY

The Floodgate Website is only intended for use by people resident in the Serviced Countries. Additional terms and conditions may apply to Orders placed outside the United Kingdom or intended for delivery outside the Serviced Countries. Floodgate may pass the Buyer's personal data to a designated distributor of Floodgate's Goods where in the opinion of Floodgate, it would be reasonable to do so in order to fulfill any order or request made by the Buyer due to the Buyer's location. The Buyer hereby consents to his/her data being processed and passed to such a distributor for this purpose.

### 4. MAKING AN ORDER

- 4.1. When the Buyer places an order the Buyer is making an offer to buy the Goods specified at the price stated for those Goods from Floodgate. At this stage there is not a binding contract between Floodgate and the Buyer.
- 4.2. If the Buyer places an order through the Website, the Buyer warrants that:
  - 4.2.1. he or she is legally capable of entering into binding contracts; and
  - 4.2.2. he or she is at least 18 years old;
  - 4.2.3. he or she is resident in one of the Serviced Countries.
- 4.3. Floodgate will acknowledge the Buyer's Order to confirm that Floodgate have received the Buyer's Order whether by email (if the Buyer has placed the order online via our Website) or by post or telephone if the Buyer has ordered Goods via the telephone. The Order Confirmation will provide details of what the Buyer has ordered, the price that will be charged as well as other information about the progress of the Buyer's order and estimated dispatch and delivery information. At this stage too there will not be a binding order between the Buyer and Floodgate.
- 4.4. Floodgate will contact the Buyer by email (or by post or telephone) that the order for the Goods has been dispatched. This communication will be Floodgate's acceptance of the Buyer's order ('Dispatch Confirmation.') At this point there will be a binding contract between the Buyer and Floodgate at the time the Dispatch Confirmation is sent by Floodgate (which may be different to the time the Buyer receives it).
- 4.5. The Order Confirmation will only cover the Goods mentioned in it and may not cover all the Goods the Buyer has ordered. If this is the case then the offer the Buyer has made for those Goods will only be accepted when Floodgate sends a further Dispatch Confirmation.

### 5. PRICE AND PAYMENT

- 5.1. The price of any Goods will be as quoted on Floodgate's Website from time to time, except in cases of obvious error.
- 5.2. These prices include VAT and delivery costs unless stated otherwise.
- 5.3. Prices are liable to change at any time, but changes will not affect orders in respect of which Floodgate has already sent the Buyer a Dispatch Confirmation.
- 5.4. Floodgate's Website contains a large number of Goods and it is always possible that, despite Floodgate's best efforts, some of the Goods listed on the Website may be incorrectly priced. Floodgate will normally verify prices as part of the dispatch procedures so that, where a Goods correct price is less than Floodgate's stated price, Floodgate will charge the lower amount when dispatching the Goods to the Buyer. If the Goods correct price is higher than the price stated on the Website, Floodgate will normally, at their discretion, either contact the Buyer for instructions before dispatching the Goods, or reject the Buyer's order and notify the Buyer of such rejection.
- 5.5. Floodgate are under no obligation to provide the Goods to the Buyer at the incorrect (lower) price, even after Floodgate have sent the Buyer a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by the Buyer as a mis-pricing.
- 5.6. When the Buyer places an order online or by mail order the Buyer authorises Floodgate to debit the credit, debit or other card the Buyer specifies on the order for the amount of the order at the time Floodgate sends the Order Confirmation.
- 5.7. Floodgate provides Goods through a variety of sources, online, via catalogues and mail order as well as through other suppliers. The prices for the same Goods may be different among these and Floodgate is under no obligation to match such prices.
- 5.8. Payment for all Goods must be by cheque, credit or debit card. Floodgate accepts payment by all major credit cards except American Express.

## 6. AVAILABILITY & DISPATCH OF GOODS

- 6.1. The availability of the Goods is as shown online on the Floodgate Website or in Floodgate's catalogue. They are only estimates and should not be relied on as definite statements as to whether the Goods the Buyer wishes to purchase are actually in stock.
- 6.2. Any times and dates given for dispatch of Goods or the length of time that Goods will take to be delivered are only estimates. If Floodgate is unable to meet any stated dispatch or delivery dates or times Floodgate will inform the Buyer as to the progress of the Buyer's order. If the delay will be substantial or if the Goods will not be available at all for dispatch Floodgate will offer the Buyer the option either to cancel the order and refund any payment(s) the Buyer has made or select an alternative product.

## 7. CONSUMER RIGHTS

- 7.1. Where the Buyer is contracting as a consumer, the Buyer may cancel a contract at any time within seven working days, beginning on the day after the Buyer received the Goods. In this case, the Buyer will, subject to the terms in this clause 7, receive a full refund of the price paid for the Goods in accordance with Floodgate's refunds policy (set out in clause 11 below).
- 7.2. To cancel a contract, the Buyer must inform Floodgate in writing. The Buyer must also return the Goods to Floodgate immediately, in the same condition in which the Buyer received them, and at the Buyer's own cost and risk. The Buyer has a legal obligation to take reasonable care of the Goods while they are in the Buyer's possession. If the Buyer

fails to comply with this obligation, Floodgate may have a right of action against the Buyer for compensation.

- 7.3. Details of this statutory right, and an explanation of how to exercise it, are provided in the Dispatch Confirmation. This provision does not affect the Buyer's statutory rights.

## 8. QUALITY

- 8.1. Where Floodgate is not the manufacturer of the Goods, Floodgate shall use reasonable endeavours (but can not guarantee) to transfer to the Buyer the benefit of any warranty or guarantee given to Floodgate.
- 8.2. Floodgate warrants that (subject to the other provisions of these conditions) upon delivery the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 for the purposes of use stated in the description on the Floodgate website.
- 8.3. Floodgate shall not be liable for a breach of the warranty in clause 8.2 unless:
  - 8.3.1. the Buyer gives written notice of the defect to Floodgate within 3 days of delivery if the defect is as a result of damage in transit to the carrier; and
  - 8.3.2. Floodgate is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by Floodgate) returns such Goods to Floodgate's place of business for the examination to take place there.
- 8.4. Floodgate shall not be liable for a breach of the warranty in clause 8.2 if:
  - 8.4.1. the Buyer makes any further use of such Goods after giving such notice; or
  - 8.4.2. the defect arises because the Buyer failed to follow Floodgate's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) Good Industry Practice; or
  - 8.4.3. the Buyer alters or repairs such Goods without the written consent of Floodgate.
- 8.5. Subject to clause 8.3 and clause 8.4, if any of the Goods do not conform with the warranty in condition 8.2, Floodgate shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Agreement rate provided that, if Floodgate so requests, the Buyer shall return the Goods or the part of such Goods which is defective to Floodgate.
- 8.6. If Floodgate complies with clause 8.5, it shall have no further liability for a breach of the warranty in clause 8.2 in respect of such Goods.

## 9. RISK AND TITLE

- 9.1. The Goods are at the risk of the Buyer from the time of delivery.
- 9.2. Title in the Goods shall not pass to the Buyer until Floodgate has received in full (in cash or cleared funds) all sums due to it in respect of:
  - 9.2.1. the Goods; and
  - 9.2.2. all other sums which are or which become due to Floodgate from the Buyer on any account.
- 9.3. Until title in the Goods has passed to the Buyer, the Buyer shall:
  - 9.3.1. hold the Goods on a fiduciary basis as Floodgate's bailee;
  - 9.3.2. store the Goods (at no cost to Floodgate) separately from all other goods of the Buyer

or any third party in such a way that they remain readily identifiable as Floodgate's property;

- 9.3.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 9.3.4. maintain the Goods in satisfactory condition.
- 9.4. The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
  - 9.4.1. any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
  - 9.4.2. any such sale shall be a sale of Floodgate's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 9.5. The Buyer's right to possession of the Goods shall terminate immediately if:
  - 9.5.1. the Buyer becomes insolvent, bankrupt, enters into liquidation, enters into a voluntary arrangement, appoints a receiver or such similar event in any jurisdictions save for the purposes of a solvent reconstruction; or
  - 9.5.2. the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Agreement or any other Agreement between Floodgate and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
  - 9.5.3. the Buyer encumbers or in any way charges any of the Goods.
- 9.6. Floodgate shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Floodgate.
- 9.7. The Buyer grants Floodgate, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 9.8. Where Floodgate is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all such Goods in the order in which they were invoiced to the Buyer.
- 9.9. On termination of the Agreement, howsoever caused, Floodgate's (but not the Buyer's) rights contained in this clause 9 shall remain in effect.

## 10. INTELLECTUAL PROPERTY RIGHTS

As between the Buyer and Floodgate, all Intellectual Property Rights and all other rights in the Goods shall belong to Floodgate.

## 11. OUR REFUNDS POLICY

11.1. When the Buyer returns Goods to Floodgate:

- 11.1.1. because the Buyer has cancelled the contract with Floodgate within the seven-day cooling-off period (see clause 7.1 above), Floodgate will process the refund due to the Buyer as soon as possible and, in any case, within 30 days of the day the Buyer has given notice of the cancellation. In this case, Floodgate will refund the price of the Goods in full, including the cost of sending the item to the Buyer. However, the Buyer will be responsible for the cost of returning the item to Floodgate.
- 11.1.2. for any other reason (for instance, because the Buyer has notified Floodgate in accordance with clause 22 that the Buyer does not agree to any change in these terms and conditions or in any of Floodgate's policies,

or because the Buyer claims that the Goods are defective), Floodgate will examine the returned Goods and will notify the Buyer of the Buyer's refund if applicable via e-mail within a reasonable period of time. Floodgate will usually process the refund due to the Buyer as soon as possible and, in any case, within 30 days of the day Floodgate confirmed to the Buyer via e-mail that the Buyer is entitled to a refund for the defective Goods. Goods returned by the Buyer because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to the Buyer and the cost incurred by the Buyer in returning the item to Floodgate.

- 11.2. Floodgate will usually refund any money received from the Buyer using the same method originally used by the Buyer to pay for the purchase.

## 12. OUR LIABILITY

- 12.1. Floodgate warrants to the Buyer that any Goods purchased from Floodgate are of satisfactory quality and reasonably fit for all the purposes for which Goods of the kind are commonly supplied.
- 12.2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Agreement.
- 12.3. If the Goods Floodgate delivers are not what the Buyer ordered or are damaged or defective or the delivery is of an incorrect quantity, Floodgate shall have no liability to the Buyer unless the Buyer uses reasonable efforts to notify Floodgate in writing at Floodgate's contact address of the problem within 5 working days of the delivery of the Goods in question.
- 12.4. Subject to clause 12.6, if the Buyer does not receive Goods ordered within 30 days of the date on which the Buyer ordered them, Floodgate shall have no liability to the Buyer unless the Buyer uses reasonable efforts to notify Floodgate in writing at Floodgate's contact address of the problem within 40 days of the date on which the Buyer ordered the Goods.
- 12.5. If the Buyer notifies a problem to Floodgate under this condition, Floodgate's only obligation will be:
  - 12.5.1. to make good any shortage or non delivery;
  - 12.5.2. to replace or repair any Goods that are damaged or defective; or
  - 12.5.3. to refund to the Buyer the amount paid for the Goods in question subject to the Buyer returning the Goods.
- 12.6. Due to the bespoke nature of the Goods provided by Floodgate, in certain circumstances the delivery of the Goods will not be possible within 30 days of the date on which the Goods were ordered by the Buyer. If this is the case, Floodgate will inform the Buyer when the Order is received that delivery of the Goods within 30 days will not be possible and Floodgate will inform the Buyer of the estimated delivery date. Floodgate shall use all reasonable endeavours to keep the Buyer informed of the estimated date of delivery, but the Buyer accepts that the date provided is an estimate only. Floodgate accepts no liability for any delays in delivery caused by the manufacturer of the Goods so far as this is outside Floodgate's control.
- 12.7. Nothing in these conditions excludes or limits the liability of Floodgate:
  - 12.7.1. for death or personal injury resulting from Floodgate's negligence; or

- 12.7.2.** under section 2(3) Consumer Protection Act 1987; or
- 12.7.3.** for any matter which it would be illegal for Floodgate to exclude or attempt to exclude its liability; or
- 12.7.4.** for any damage or liability incurred by the Buyer as a result of fraud or fraudulent misrepresentation by Floodgate.
- 12.8.** Subject to clause 12.7 Floodgate's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the Contract Price; and
- 12.9.** Floodgate shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Agreement.
- 12.10.** If Floodgate's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Buyer, its agents, sub-contractors or employees, Floodgate shall not be liable for any costs, charges or losses sustained or incurred by the Buyer arising directly or indirectly from such prevention or delay.
- 12.11.** The Buyer shall be liable to pay to Floodgate, on demand, all reasonable costs, charges or losses sustained or incurred by Floodgate (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss of damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Buyer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Agreement, subject to Floodgate confirming such costs, charges and losses to the Buyer in writing.

### **13. IMPORT DUTY**

- 13.1.** If the Buyer orders Goods from Floodgate's Website for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. The Buyer will be responsible for payment of any such import duties and taxes. Please note that Floodgate has no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 13.2.** The Buyer must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase Goods from our Website. The importation or exportation of certain of Floodgate's Goods to the Buyer may be prohibited by certain national laws. Floodgate makes no representation and accepts no liability in respect of the export or import of the Goods the Buyer purchases.

### **14. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications Floodgate sends to the Buyer should be in writing. When using the Floodgate Website, the Buyer accepts that communication with Floodgate will be mainly electronic. Floodgate will contact the Buyer by e-mail or provide the Buyer with information by posting notices on the Floodgate Website. The Buyer agrees to this electronic means of communication and acknowledges that all contracts, notices, information and other communications that Floodgate provides to the Buyer electronically comply with any legal requirement that such communications be in writing. This condition does not affect the Buyer's statutory rights.

### **15. NOTICES**

All notices given by the Buyer to Floodgate must be in writing and sent to Floodgate Limited at 49-51 Lamma Street, Carmarthen, Carmarthenshire SA31 3AL or via e-mail to: [enquiries@floodgate.ltd.uk](mailto:enquiries@floodgate.ltd.uk). Floodgate may give notice to the Buyer at either the e-mail or postal address the Buyer provides to Floodgate when placing an order, or in any of the ways specified in clause 13 above. Notice will be deemed received and properly served immediately when posted on Floodgate's Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

### **16. TRANSFER OF RIGHTS AND OBLIGATIONS**

- 16.1.** The contract between Floodgate and the Buyer is binding on both parties and on both parties' respective successors and assigns.
- 16.2.** The Buyer may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without Floodgate's prior written consent.
- 16.3.** Floodgate may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of Floodgate's rights or obligations arising under it, at any time during the term of the contract.

### **17. EVENTS OUTSIDE OUR CONTROL**

- 17.1.** Floodgate will not be liable or responsible for any failure to perform, or delay in performance of, any of Floodgate's obligations under a contract that is caused by events outside Floodgate's reasonable control (Force Majeure Event).
- 17.2.** A Force Majeure Event includes any act, event, non-happening, omission or accident beyond Floodgate's reasonable control and includes in particular (without limitation) the following:
- 17.2.1.** Strikes, lock-outs or other industrial action.
  - 17.2.2.** Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
  - 17.2.3.** Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
  - 17.2.4.** Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
  - 17.2.5.** Impossibility of the use of public or private telecommunications networks.
  - 17.2.6.** The acts, decrees, legislation, regulations or restrictions of any government.
- 17.3.** Floodgate's performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and Floodgate will have an extension of time for performance for the duration of that period. Floodgate shall use reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which Floodgate's obligations under the contract may be performed despite the Force Majeure Event.

### **18. WAIVER**

- 18.1.** If Floodgate fail, at any time during the term of a contract, to insist upon strict performance of any of the

Buyer's obligations under the contract or any of these terms and conditions, or if Floodgate fail to exercise any of the rights or remedies to which Floodgate are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve the Buyer from compliance with such obligations.

**18.2.** A waiver by Floodgate of any default shall not constitute a waiver of any subsequent default.

**18.3.** No waiver by Floodgate of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to the Buyer in writing in accordance with clause 15 above.

## **19. SEVERABILITY**

If any of these terms and conditions or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **20. ENTIRE AGREEMENT**

**20.1.** These terms and conditions and any document expressly referred to in them represent the entire agreement between Floodgate and the Buyer in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between Floodgate and the Buyer, whether oral or in writing.

**20.2.** Both Floodgate and the Buyer each acknowledge that, in entering into a contract, neither party has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these terms and conditions.

**20.3.** Neither Floodgate or the Buyer shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## **21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## **22. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

**22.1.** Floodgate has the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting Floodgate's business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in Floodgate's system's capabilities.

**22.2.** The Buyer will be subject to the policies and terms and conditions in force at the time that the Buyer orders Goods from Floodgate, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by the Buyer), or if Floodgate notify the Buyer of the change to those policies or these terms and conditions before Floodgate provide the Buyer with the Dispatch Confirmation (in which case Floodgate has the right to assume that the Buyer has accepted the change to the terms and conditions, unless the Buyer notifies Floodgate to the contrary within seven working days of receipt by the Buyer of the Goods and returns the Goods in accordance with clause 11.).

## **23. LAW AND JURISDICTION**

Contracts for the purchase of Goods through Floodgate's Website or through any other means and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by the laws of England and Wales. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.