

Application Of Conditions

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Eclectic Components' Terms of Trade cover the following topics. This section is dedicated to 'Applications of Conditions'.

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2 Applications of Conditions

2.1 These Conditions shall govern each Contract in respect of each sale made by the Company of Goods and/or Services rendered to the Customer by the Company to the exclusion of any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document and the Customer waives any right to rely on any such terms or conditions.

2.2 The formation, existence, performance, validity and all aspects of the Contract (incorporating these Conditions) shall be governed by English law, irrespective of the residence domicile or principal trading address of the Customer and wherever the address to which the Goods are supplied or at which the Services are rendered, and the parties submit to the non-exclusive jurisdiction of the English courts. For the avoidance of doubt the Customer shall be bound by the relevant English export regulations relating to Goods sold to the Customer.

2.3 If any one or more of the provisions of these Conditions shall be adjudged by any Court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable, unfair or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability, unfairness or unreasonableness be deemed severable as regards that or those provisions and the remaining provisions of these Conditions together with the remainder of such provision or provisions shall continue in full force and effect.

2.4 The Contract incorporating these Conditions shall constitute the whole of the agreement between the Company and the Customer in respect of the subject matter of the Contract.

2.5 The Customer acknowledges that the Customer has not entered into the Contract with the Company as a result of any representation or warranty, oral or written made by or on behalf of the Company.

