

**General Terms and Conditions of Sale  
Jauch Quartz U.K. (Components Division) Ltd**

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

**1 Interpretation**

**1.1 Definitions:**

- 1.1.1 **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- 1.1.2 **Conditions:** the terms and conditions set out in this document.
- 1.1.3 **Contract:** the contract between Jauch Quartz and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
- 1.1.4 **Customer:** the person or firm who purchases the Goods from Jauch Quartz.
- 1.1.5 **Force Majeure Event:** an event or circumstance beyond a party's reasonable control.
- 1.1.6 **Goods:** the goods (or any part of them) set out in the Order.
- 1.1.7 **Order:** the Customer's order for the Goods, as set out in the Customer's purchase order form or the Customer's written acceptance of Jauch Quartz's quotation.
- 1.1.8 **Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and Jauch Quartz.
- 1.1.9 **Jauch Quartz:** Jauch Quartz U.K. (Components Division) Ltd (registered in England and Wales with company number 01997178).

**1.2 Interpretation:**

- 1.2.1 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.
- 1.2.2 A reference to a **person** includes an incorporated or unincorporated body.
- 1.2.3 The headings in these Conditions are for ease of reference only and shall not affect its construction or interpretation.
- 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 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 Jauch Quartz issues a written acceptance of 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 or advertising produced by Jauch Quartz and any illustrations contained in Jauch Quartz's catalogues, brochures or website 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 Where Jauch Quartz has produced documents which form part of the Specification, Jauch Quartz shall retain the intellectual property rights subsisting in those documents and their contents and no licence is given to the Customer or any third party to use or copy those intellectual property rights to create goods or products which are to be manufactured or supplied other than by Jauch Quartz.
- 2.7 A quotation for the Goods given by Jauch Quartz shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

## 3 **Goods**

- 3.1 The Goods are described in Jauch Quartz's catalogue as modified by any applicable Specification or where the Goods are to be supplied solely to the Specification without reference to the catalogue, as described in the 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 Jauch Quartz 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 reasonable professional costs and expenses) suffered or incurred by Jauch Quartz in connection with any claim made against Jauch Quartz for actual or alleged infringement of a third party's

intellectual property rights arising out of or in connection with Jauch Quartz's use of the Specification. This clause 3.2 shall survive termination of the Contract.

- 3.3 Jauch Quartz reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

## 4 Delivery

- 4.1 Jauch Quartz shall ensure that:

4.1.1 each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, relevant Jauch Quartz 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 Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

4.1.2 if Jauch Quartz requires the Customer to return any packaging materials to Jauch Quartz, that fact is clearly stated on the quotation provided by Jauch Quartz, the Order or Jauch Quartz's acceptance of Order. The Customer shall make any such packaging materials available for collection at such times as Jauch Quartz shall reasonably request. Returns of packaging materials shall be at Jauch Quartz's expense.

- 4.2 Jauch Quartz shall deliver the Goods to the location set out in the Order or, if not so stated or if different, the location set out in the confirmation of Order provided by Jauch Quartz or such other location as the parties may agree (**Delivery Location**) at any time after Jauch Quartz notifies the Customer that the Goods are ready.

- 4.3 The Goods will be dispatched from such location as Jauch Quartz determines.

- 4.4 Unless otherwise agreed by Jauch Quartz, packaging, type and route of delivery shall be chosen by Jauch Quartz at its own discretion. Jauch Quartz shall not be obliged to assume the least expensive method of delivery.

- 4.5 Delivery is completed on the completion of unloading of the Goods at the Delivery Location (save where contrary terms are agreed between Jauch Quartz and the Customer).

- 4.6 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Jauch Quartz 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 Jauch Quartz with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. Jauch Quartz shall be entitled to change any quoted date for delivery where Jauch Quartz has subsequently agreed at the Customer's request to a change in the quantity, type or specification of the Goods.

- 4.7 If Jauch Quartz 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 to the extent that the price of the Goods has not been received by Jauch Quartz. Jauch Quartz 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 Jauch Quartz with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.8 If the Customer fails to accept delivery of the Goods within five Business Days of Jauch Quartz notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Jauch Quartz'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 fifth Business Day after the day on which Jauch Quartz notified the Customer that the Goods were ready; and
  - 4.8.2 Jauch Quartz shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.9 If ten Business Days after the day on which Jauch Quartz notified the Customer that the Goods were ready for delivery the Customer has not taken accepted actual delivery of them, Jauch Quartz may resell or otherwise dispose of part or all of the Goods.
- 4.10 If Jauch Quartz delivers up to and including 10% 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.
- 4.11 Jauch Quartz 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.
- 4.12 The Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by Jauch Quartz, the Customer shall make those licences and consents available to Jauch Quartz prior to the relevant shipment.

## 5 Quality

- 5.1 Jauch Quartz warrants that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall:
  - 5.1.1 conform in all material respects with their description and any applicable Specification; and
  - 5.1.2 be free from material defects in design, material and workmanship.
- 5.2 Subject to clause 5.3, if:

- 5.2.1 the Customer gives notice in writing to Jauch Quartz 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 5.1;
- 5.2.2 Jauch Quartz is given a reasonable opportunity of examining such Goods; and
- 5.2.3 the Customer (if asked to do so by Jauch Quartz) returns such Goods to Jauch Quartz's place of business at Jauch Quartz's cost,  
  
Jauch Quartz shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 Jauch Quartz 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:
  - 5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
  - 5.3.2 the defect arises because the Customer failed to follow Jauch Quartz'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;
  - 5.3.3 the defect arises as a result of Jauch Quartz following any drawing, design or Specification supplied by the Customer;
  - 5.3.4 the Customer or a third party alters or repairs such Goods without the written consent of Jauch Quartz;
  - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - 5.3.6 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, Jauch Quartz 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 Jauch Quartz.

## **6 Title and risk**

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:

- 6.2.1 Jauch Quartz receives payment in full (in cash or cleared funds) for the Goods and any other goods that Jauch Quartz 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; and
- 6.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
  - 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Jauch Quartz's property;
  - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - 6.3.4 notify Jauch Quartz immediately if it becomes subject to any of the events listed in clause 8.1; and
  - 6.3.5 give Jauch Quartz such information relating to the Goods as Jauch Quartz may require from time to time.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Jauch Quartz receives payment for the Goods. However, if the Customer resells the Goods before that time:
  - 6.4.1 it does so as principal and not as Jauch Quartz's agent; and
  - 6.4.2 title to the Goods shall pass from Jauch Quartz to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 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 Jauch Quartz may have:
  - 6.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
  - 6.5.2 Jauch Quartz may at any time:
    - 6.5.2.1 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
    - 6.5.2.2 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 Order, or, if no price is quoted, the price set out in Jauch Quartz's published price list in force as at the date of despatch for delivery.
- 7.2 Jauch Quartz may, by giving notice to the Customer at any time before delivery, increase the price of the Goods (or delivery charges) to reflect any increase in the cost of the Goods (or delivery) that is due to:
- 7.2.1 any factor beyond Jauch Quartz's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs) but only in circumstances where the date of delivery of the Goods is more than 120 days after the conclusion of the Contract;
  - 7.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - 7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give Jauch Quartz adequate or accurate information or instructions.
- 7.3 The price of the Goods:
- 7.3.1 excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Jauch Quartz at the prevailing rate, subject to the receipt of a valid VAT invoice; and
  - 7.3.2 excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer, unless Jauch Quartz has agreed otherwise in writing.
- 7.4 The charge for the delivery of the Goods will, subject to clause 7.2, be as provided in Jauch Quartz's acceptance of the Order or, if not stated in the acceptance, as stated in the Jauch Quartz's quotation.
- 7.5 Where the Customer has not previously purchased goods from Jauch Quartz or if the quotation issued by Jauch Quartz so specifies, Jauch Quartz shall be entitled to issue a pro forma invoice and payment shall be made against that pro forma invoice immediately on delivery of that pro forma invoice to the Customer and Jauch Quartz's obligation to perform the Contract shall be suspended until payment is made.
- 7.6 Without prejudice to clause 7.5, Jauch Quartz may invoice the Customer for the Goods (and delivery charges) on or at any time after dispatch of the Goods for delivery.
- 7.7 Save to the extent payment has already been made under clause 7.5, the Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Jauch Quartz and in pound sterling unless Jauch Quartz has agreed

payment is to be made in a different currency. Time for payment is of the essence.

- 7.8 If the Customer fails to make any payment due to Jauch Quartz 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 Barclays Bank 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.
- 7.9 An administrative fee of £40 (plus VAT if applicable) is payable for each reminder letter or demand for payment which is issued directly by Jauch Quartz when payment is overdue (but without prejudice to claim damages for the expense of lawyers or other third parties in seeking payment).
- 7.10 If the Customer fails to make any payment when due under the Contract or any other contract made between the Customer and Jauch Quartz, Jauch Quartz shall be entitled to refuse delivery until such payment is made by the Customer,
- 7.11 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). If the Customer is required under any applicable law to withhold or deduct any amount from the payments due to Jauch Quartz, the Customer shall increase the sum it pays to Jauch Quartz by the amount necessary to leave Jauch Quartz with an amount equal to the sum it would have received if no such withholdings or deductions had been made.
- 7.12 Jauch Quartz 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 Jauch Quartz to the Customer.

## **8 Termination**

- 8.1 Without limiting its other rights or remedies, Jauch Quartz may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 8.1.1 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 14 days of being notified in writing to do so;
- 8.1.2 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;



- 8.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 8.1.4 the Customer's financial position deteriorates to such an extent that in Jauch Quartz'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, Jauch Quartz may suspend provision of the Goods under the Contract or any other contract between the Customer and Jauch Quartz if the Customer becomes subject to any of the events listed in clause 8.1.1 to clause 8.1.4, or Jauch Quartz 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 or if the Customer exceeds any credit limit granted by Jauch Quartz.
- 8.3 Without limiting its other rights or remedies, Jauch Quartz 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 Jauch Quartz all of Jauch Quartz'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 Jauch Quartz's liability for:
  - 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - 9.1.2 fraud or fraudulent misrepresentation;
  - 9.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
  - 9.1.4 defective products under the Consumer Protection Act 1987; or
  - 9.1.5 any matter in respect of which it would be unlawful for Jauch Quartz to exclude or restrict liability.
- 9.2 Subject to clause 9.1:

- 9.2.1 Jauch Quartz shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
  - 9.2.1.1 any loss of profit;
  - 9.2.1.2 loss of data;
  - 9.2.1.3 damage to goodwill, or
  - 9.2.1.4 any indirect or consequential loss arising under or in connection with the Contract; and
- 9.2.2 Jauch Quartz'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 £1,000,000 (one million pounds).

## 10 **Force majeure**

Neither party shall 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 result from a Force Majeure Event. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this Contract by giving 14 days written notice to the affected party.

## 11 **Notices.**

- 11.1 Any notice under or in connection with the Contract must be in writing and shall be:
  - 11.1.1 addressed to the party at its registered office (if it is a company) or its principal place of business (in any other case), and shall be delivered by hand, sent by pre-paid first class post or other next working day delivery service, or (if the notice is to be served by post or delivery service to an address outside the country from which it is sent) sent by airmail or by reputable international overnight courier;
  - 11.1.2 sent by fax to the party's main fax number;
  - 11.1.3 sent by email to the email address stated for the party in the quotation, Order or written acceptance of the Order; or
  - 11.1.4 sent to such other address (by the applicable method referred to above), other fax number or other email address as one party may have specified to the other in accordance with this clause.
- 11.2 A notice or other communication is deemed to have been received:
  - 11.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

- 11.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- 11.2.3 if sent by email, at 9.00 am the next working day after transmission.
- 11.2.4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth working day after posting;
- 11.2.5 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice is left at the address

provided that if deemed receipt under the previous paragraphs of this clause 11 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this clause, all references to time are to local time in the place of deemed receipt

- 11.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 11.4 Any notice given under or in connection with the Contract shall be in the English language. All other documents provided under or in connection with the Contract shall be in the English language, or accompanied by a certified English translation.
- 11.5 The English language version of any notice or other document relating to the Contract shall prevail if there is a conflict except where the document is a constitutional, statutory or other official document.

## 12 **General**

### 12.1 **Assignment and other dealings.**

- 12.1.1 Jauch Quartz 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.
- 12.1.2 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 Jauch Quartz.

### 12.2 **Entire agreement.**

- 12.2.1 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.

- 12.2.2 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 12.3 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.4 **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.
- 12.5 **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. If one party gives notice to the other of the possibility that any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.6 **Third party rights.** No one other than a party to this Contract shall have any right to enforce any of its terms.
- 12.7 **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 England and Wales. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to the Contract.
- 12.8 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales 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. Nothing in this clause shall limit the right of Jauch Quartz to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude Jauch Quartz from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.