



**STANDARD TERMS AND CONDITIONS
FOR THE SALE OF GOODS**

1. INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

“**the Buyer**” the person(s), firm or company whose written order for the Goods is accepted by the Company;

“**the Buyer’s Goods**” means the goods of the Buyer the subject of the Services;

“**the Company**” **ENGLAND WORTHSIDE LIMITED** registered number (01333644) whose registered office is at Hope Mills, South Street, Keighley BD21 1AG;

“**Contract**” any contract between the Company and the Buyer for the sale and purchase of the Goods or the performance of the Services, incorporating these Conditions;

“**Delivery Point**” the place where delivery of the Goods or the performance of the Services is to take place under condition 4;

“**Goods**” any goods which the Company is to supply to the Buyer, whether or not as part of the Services, (including any part or parts of them) but excluding the Buyer’s Goods;

“**Services**” means the refurbishment of the Buyer’s Goods or such other services as set out in the Contract.

1.2 In these Conditions references to any statute or statutory provision shall unless the context requires otherwise include a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Conditions headings will not affect the construction of these Conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyer’s purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These Conditions apply to all the Company’s sales and any variation to these Conditions and any representations about the Goods and/or the Services shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company. Nothing in this Condition will exclude or limit the Company’s liability for fraudulent misrepresentation.

2.4 Each order for Goods by the Buyer from the Company shall be for a minimum value of £100 and shall be deemed to be an offer by the Buyer to purchase Goods and/or the Services subject to these Conditions.

2.5 No order placed by the Buyer shall be deemed to be accepted by the Company unless it is for more than £100 (unless the Company agrees otherwise in writing) and until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer or commences the performance of the Services. Acceptance of delivery of the Goods or the commencement of the Services shall be deemed to be conclusive evidence of the Buyer’s acceptance of these terms and conditions.

2.6 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 If the Goods are to be manufactured or the Services are performed or any process is to be applied to the Goods or the Buyer’s Goods by the Company in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with, or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any person which results from the Company’s use of the Buyer’s specification.

2.8 The Company reserves the right to make any changes in the specification of the Goods or the Services which are required to conform with any applicable statutory or EU requirements or where the Goods or the Services are to be supplied to the Company’s specification, which do not materially affect their quality or performance.

2.9 Any quotation is given on the basis that no contract will come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

2.10 No order which has been accepted by the Company may be cancelled by the Buyer except with the written consent of the Company and on terms that the Buyer will indemnify the Company in full against all losses (including loss of profit) costs (including the costs of all labour and material used), damages, charges and expenses suffered or incurred by the Company as a result of such cancellation.

3. DESCRIPTION

3.1 The description of the Goods and/or the Services shall be as set out in the Company’s quotation.

3.2 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and the Services described in them. They will not form part of this Contract.

4. DELIVERY

4.1 Unless otherwise agreed in writing by the Company delivery of the Goods or the Buyer’s Goods following the Services shall take place at the Buyer’s place of business.

- 4.2 Unless otherwise agreed in writing by the Company the performance of the Services shall take place at the Company's premises.
- 4.3 The Buyer will take delivery of the Goods or the Buyer's Goods within 30 days of the Company giving it notice that the Goods and/or the Buyer's Goods are ready for delivery.
- 4.4 If carriage is required the Goods and/or the Buyer's Goods shall be delivered by such means as the Company thinks fit unless the Buyer has specified in its order the details of the contract with a carrier which it reasonably requires having regard to the nature of the Goods the Buyer's Goods and the other circumstances of the case.
- 4.5 Delivery of the Goods or the Buyer's Goods shall be accepted at any time of day.
- 4.6 Any transport or freight arranged or undertaken by the Company shall be arranged or undertaken as agent for the Buyer and the Company shall have no liability for any loss or damage to the Goods after the same have left the Company's premises and the provisions of Conditions 4.7 to 4.9 inclusive shall apply.
- 4.7 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 4.8 Where the Company appoints a carrier to transport the Goods as agent for the Buyer pursuant to Condition 4.4 the Company's liability shall be limited to the assignment to the Buyer (so far as it is legally able) of such rights as it may have against such carrier if those rights are not already deemed to be those of the Buyer as a result of the agency relationship.
- 4.9 If the Company fails to deliver the Goods (or any instalment) or to perform the Services for any reason other than any cause beyond the Company's reasonable control or the Buyer's or a carrier's fault, and the Company is accordingly liable to the Buyer, the Company's liability shall be limited to replacing the Goods within a reasonable time or (at the Company's discretion) issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods; or payment of the excess (if any) over the price of the cost to the Buyer of similar reasonably priced goods to replace those not delivered.
- 4.10 Any dates specified by the Company for delivery of the Goods and/or performance of the Services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.
- 4.11 Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor will any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.12 If for any reason the Buyer does not accept delivery of any Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- 4.12.1 risk in the Goods will pass to the Buyer (including for loss or damage caused by the Company's negligence);
 - 4.12.2 the Goods will be deemed to have been delivered; and
 - 4.12.3 the Company may store the Goods until delivery and the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance); or
 - 4.12.4 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract (if the price has been paid) or charge the Buyer for any shortfall below the price under the Contract.
- 4.13 For the avoidance of doubt the Company shall not be responsible for the Buyer's Goods and risk of damage to or loss of any of the Buyer's Goods shall at all times, including while in the control and/or possession of the Company (or its representatives, including any carriers), remain with the Buyer who shall insure or otherwise safeguard the Buyer's Goods.
- 4.14 The Buyer will provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for off-loading the Goods and/or the Buyer's Goods.
- 4.15 The Buyer will indemnify the Company against any liability and expense (whether arising under statute or common law) caused by the Buyer's failure to provide appropriate equipment and manual labour for off-loading (whether or not the off-loading is supervised by or on behalf of the Buyer) for:
- 4.15.1 any personal injury to or death of any of the Company's employees, agents or sub-contractors or any third party; and
 - 4.15.2 any damage to or loss of any property of the Company, its employees, agents or sub-contractors or any third party.
- 4.16 If the Company delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such Goods at a pro rata Contract rate.
- 4.17 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the whole contract as repudiated.

5. NON-DELIVERY

- 5.1 The quantity of any consignment of Goods and/or the Buyer's Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5.2 Subject to the provisions of Conditions 4.8 and 4.13 the Company shall not be liable for any non-delivery of Goods or the Buyer's Goods (even if caused by the Company's negligence) unless written notice is given to the carrier and the Company within 48 hours of the date when the Goods would in the ordinary course of events have been received.

6. RISK/TITLE

6.1 Risk of damage to or loss of the Buyer's Goods shall remain with the Buyer pursuant to Condition 4.13.

6.2 Risk of damage to or loss of the Goods shall pass to the Buyer:

6.2.1 in the case of Goods to the Buyer's premises by the Company at the time of delivery or, if the Buyer fails wrongfully to take delivery of the Goods, the time when the Company has tendered delivery of the Goods; or

6.2.2 in the case of Goods to be delivered to the Buyer's premises by a carrier (whether or not such carrier is appointed by the Buyer), at the time of delivery or tender for delivery (if the carrier fails wrongfully to take delivery) of the Goods to the carrier.

6.3 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

6.3.1 the Goods and/or the Services; and

6.3.2 all other sums which are or which become due to the Company from the Buyer on any account.

6.4 Until ownership of the Goods has passed to the Buyer, the Buyer must:

6.4.1 hold the Goods on a fiduciary basis as the Company's bailee;

6.4.2 store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

6.4.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.4.4 maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and

6.4.5 hold the proceeds of the insurance referred to in condition 6.3.4 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

6.5 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

6.5.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and

6.5.2 any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.6 Until such time as the ownership of the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Company shall be entitled if the Buyer does not pay the price on the due date for payment, or is in material breach of the Contract or these Conditions or an event arises under Condition 6.7 to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods. For this purpose the Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored to inspect or repossess the Goods as applicable, pursuant to these Conditions.

6.7 The Buyer's right to possession of the Goods shall terminate immediately and all monies owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become immediately due and payable if:

6.7.1 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer, or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

6.7.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/performs any of his/its obligations under the Contract or any other contract between the Company 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

6.7.3 the Buyer encumbers or in any way changes any of the Goods.

6.8 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

7. LIEN

The Company shall (in the event of the Buyer's insolvency or non-payment of the Company's account on the due date for payment) be entitled to a general lien on all the Buyer's Goods or any other Goods of the Buyer in the Seller's possession and shall have the right upon giving 21 days notice of its intention to do so, to sell the goods and/or the Buyer's Goods and failing payment during that period to sell sufficient quantity to discharge the unpaid price of any Goods or Services including any costs, expenses or losses of the Company. If any sum remains after such discharge this shall be paid to the Buyer.

8. RECALL

In the event the Company is required to recall any Goods as a result of any defect howsoever arising, the Buyer agrees it will use all reasonable endeavours at its own cost to assist the Company, upon notice to recall such Goods whether directly from the Buyer or any third party.

9. PRICE

9.1 Unless otherwise agreed by the Company in writing the price for the Goods and/or the Services shall be the price set out in the Company's price list published on the date of delivery or deemed delivery and each order shall be for a minimum value of £100.

9.2 The price for the Goods and/or the Services shall be exclusive of any value added tax or any other applicable tax and all costs or charges in relation to loading, unloading, carriage and insurance, all of which amounts the Buyer will pay in addition when it is due to pay for the Goods and/or the Services.

9.3 Except as otherwise agreed in writing by the Company or where the Goods are exported the price for the Goods or the Services is inclusive of packaging.

9.4 The Company reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and/or Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.

10. PAYMENT

10.1 Unless otherwise agreed by the Company in writing, the Company may invoice the Buyer for the price of the Goods and/or the Services on or at any time after delivery of the Goods or the performance of the Services, unless the Goods are to be collected by the Buyer or the Buyer Goods wrongfully fails to take delivery of the Goods or prevents the performance of the Services or following the Services refuses to take delivery of the Buyer's, in which event the Company shall be entitled to invoice the Buyer for the price at any time after the Company has notified the Buyer that the Goods or the Buyer's Goods following the Services are ready for collection or (as the case may be) the Company has tendered delivery of the Goods and/or the Buyer's Goods.

10.2 Payment of the price for the Goods and/or the Services is due 30 days from the date of the Company's invoice.

10.3 Time for payment shall be of the essence.

10.4 No payment shall be deemed to have been received until the Company has received cleared funds.

10.5 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.

10.6 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

10.7 The Company may appropriate any payment made by the Buyer to the Company to such of the Goods or the Services as the Company thinks fit despite any purported appropriation by the Buyer.

10.8 If the Buyer fails to pay the Company any sum due pursuant to the Contract the Buyer will be liable to pay interest to the Company on such sum from the due date for payment until actual payment at the rate for the time being applicable under the Late Payment of Commercial Debts (Interest) Act 1998.

11. QUALITY

11.1 Where the Company is not the manufacturer of the Goods, or sub contracts the performance of the Services, the Company will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company by the manufacturer or the sub contractor but otherwise will have no further liability to the Buyer.

11.2 The Company warrants that (subject to the other provisions of these Conditions) upon delivery, and for a period of 12 months from the date of delivery, the Goods (but not those Goods used in provision of the Services) will be of satisfactory quality within the meaning of the Sale of Goods Act 1994 and will be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer has made known what purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company.

11.3 The Company warrants that any Goods attached to the Buyer's Goods following completion of the performance of the Services will on the date of the Services and for a period of 6 months thereafter be of satisfactory quality within the meaning of the Sale of Goods Act 1994.

11.4 The Company shall not be liable for a breach of the warranty in Conditions 11.2 and/or 11.3 unless:

11.4.1 the Buyer gives written notice of the defect to the Company, and (if the defect is as a result of damage in transit) to the carrier, within 10 days of:

(a) the date of delivery or the performance of the Services (where the defect would be apparent to the Buyer upon a reasonable inspection of the Goods or the Buyer's Goods); or

(b) the date when the Buyer discovers or ought reasonably to have discovered the defect (where the defect would not be apparent to the Buyer upon reasonable inspection of the Goods or the Buyer's Goods); and

11.4.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods and/or the Buyer's Goods which have been the subject of the Services and the Buyer (if asked to do so by the Company) returns such Goods or the Buyer's Goods to the Company's place of business at the Buyer's cost (there shall be a minimum handling charge of £25.00 for all Goods returned pursuant to this clause) for the examination to take place there.

- 11.5 The Company shall not be liable for a breach of the warranties in Conditions 11.2 and 11.3:
- 11.5.1 if the Buyer makes any further use of such Goods or the Buyer's Goods after giving notice; or
 - 11.5.2 if the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or the Buyer's Goods or (if there are none) good trade practice; or
 - 11.5.3 if the Buyer alters or repairs such Goods or the Buyer's Goods without the written consent of the Company; or
 - 11.5.4 if the defect in such Goods or the Buyer's Goods arises from any design defect in any drawing design or specification supplied or approved by the Buyer; or
 - 11.5.5 to the extent that the defect in the Goods or the Buyer's Goods arises from parts, material or equipment not manufactured by the Company but by a third party upon the instructions of the Company in which event the provisions of Condition 11.1 will apply; or
 - 11.5.6 to the extent the defect in the Buyer's Goods arises otherwise than as a result of the Goods attached to the Buyer's Goods by the Company and as a result of parts, material or equipment not manufactured by the Company;
 - 11.5.7 the defect arises from fair wear and tear, wilful damage, negligence, improper or unsuitable storage conditions or abnormal working conditions;
 - 11.5.8 the defect in the Buyer's Goods arises otherwise than as a result of the Services and hence the risk will remain with the Buyer pursuant to Condition 4.13;
 - 11.5.9 the total price has been paid by the due date for payment.

11.6 Subject to Conditions 11.4 and 11.5, if any of the Goods do not conform with the warranty in condition 11.2 or the Goods provided as part of the Services do not conform with the warranty in Condition 11.3 the Company shall at its option repair or replace such Goods (or the defective part) with new or refurbished parts or perform additional Services or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, (at the Buyer's expense), return the Goods or the part of such Goods which is defective to the Company.

11.7 If the Company complies with condition 11.6 it shall have no further liability for a breach of the warranties in conditions 11.2 and 11.3 in respect of the quality of such Goods and/or the Services.

11.8 Any Goods replaced will belong to the Company and any repaired or replacement Goods will be guaranteed on these terms for the unexpired portion of the 12 month period or the 6 month period (as applicable).

12. LIMITATION OF LIABILITY

12.1 Subject to the provisions of Condition 11 the following sets out the entire liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- 12.1.1 any breach of these Conditions; and
- 12.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

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 Contract.

12.3 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or for fraudulent misrepresentation.

The Buyer's attention is in particular drawn to the provisions of condition 12.4

12.4 Subject to conditions 12.2 and 12.3:

- 12.4.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to £2 million; and
- 12.4.2 the Company shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for depletion of goodwill or reputation, loss of profit, loss of sales, loss of business or otherwise) costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

13. INDEMNITY

13.1 The Buyer shall indemnify the Company against all liability, actions proceedings, costs, claims, damages or demands in any way connected with this Contract brought or threatened to be brought against the Company by any third party except to the extent the Company is liable to the Buyer in accordance with these Conditions.

13.2 If any claim is made against the Company that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of any drawing, design or specification supplied by the Company, the Buyer shall indemnify the Company against all losses, damages, costs and expenses awarded against or incurred by the Company in connection with the claim, or paid or agreed to be paid by the Company in settlement of the claim.

14. ASSIGNMENT

14.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

14.2 The Company may assign the Contract or any part of it to any person, firm or company.

15. FORCE MAJEURE

15.1 The Company shall not be deemed to be breach of the Conditions or the Contract or otherwise liable to the Buyer in any manner whatsoever for any failure, delay in performing its obligations or reduction in the volume of Goods ordered under these Conditions or the Contract due to Force Majeure.

15.2 For the purpose of this condition 15 "Force Majeure" means, any cause preventing the Company from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Company including without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of the Company or any other party) act of God, war, explosion, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, or import or export regulations, accident, breakdown of plant or machinery, fire, flood, storm or default of supplies or sub-contractors, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials Provided that if the event in question continues for a continuous period of 180 days the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

16. EXPORT TERMS

16.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this condition 16 in addition to the remainder of these Conditions shall (subject to any special terms agreed in writing between the Buyer and the Company) apply notwithstanding any other provision of these Conditions.

16.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

17. GENERAL

17.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

17.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

17.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

17.5 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

17.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

18. COMMUNICATIONS

18.1 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:

18.1.1 (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or

18.1.2 (in case of communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Buyer.

18.2 Communications shall be deemed to have been received:

18.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and Bank and public holidays) after posting (exclusive of the day of posting);

18.2.2 if delivered by hand, on the day of delivery;

18.2.3 if sent by facsimile transmission on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.

18.3 Communications addressed to the Company shall be marked for the attention of the Company Secretary.