

TERMS AND CONDITIONS FOR SALE OF GOODS

1. Interpretation

Definitions

1.1 In these Conditions:

Buyer means the person whose order for the Products is accepted by the Seller;

Products means any products/goods (including any instalment thereof or any parts for such products/goods) which the Seller is to supply to the Buyer in accordance with the terms of the Contract;

Seller means registered in ;

Conditions means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms of and conditions to a Contract agreed in writing between the Buyer and the Seller;

Contract means any contract for the sale and purchase of the Products made between the Seller and the Buyer, being any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller;

Writing includes email, online, facsimile transmission and comparable means of communication.

Statutes

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

Headings

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. The contract

Priority of Conditions

2.1 These Conditions shall be incorporated into each Contract and shall govern each Contract to the exclusion of any other terms and conditions subject to which any written quotation of the Seller is accepted or purported to be accepted, or any written order is made or purported to be made, by the Buyer.

Variations

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

Quotations

2.3 Quotations, whether written or oral, submitted by the Seller shall be deemed to be an invitation to treat and not an offer.

No representations

2.4 The Seller's employees or agents are not authorised to make any representations concerning the Products unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

Advice and recommendations

2.5 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Products which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly, the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

Errors

2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

Technical Assistance

2.7 Any advice, recommendation, information, assistance or service provided by the Seller in relation to the Products or their use or application is provided in good faith and is believed by to be appropriate and reliable in the circumstances and context in which it was given. However, any advice, recommendation, information, assistance or service provided by the Seller in relation to any Products are provided without incurring any liability or responsibility on the part of the Seller and the Buyer assumes sole responsibility for results obtained upon reliance of thereon.

3. Orders and specifications

Seller's confirmation

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

Specification

3.2 The quantity, quality and description of and any specification for the Products shall be those set out in the Seller's quotation / invoice (unless otherwise confirmed in writing by the Seller's authorised representative).

Buyer's responsibility

3.3 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary

information relating to the Products within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

Additions

3.4 No addition to an order may be made by the Buyer after acceptance by the Seller of the order to which the addition relates. Any purported addition shall be treated as a separate order at the time it is made and priced accordingly.

Intellectual property

3.5 All right, title and interest in any intellectual property rights in connection with the Products (and all associated materials, images and information) is vested in the Seller. The Buyer must not directly or indirectly do anything to interfere or challenge these rights, and must give all reasonable assistance in defending any intellectual property infringement or threatened infringement.

3.6 If the Products are to be manufactured or any process is to be applied to the Products by the Seller 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 other person which results from the Seller's use of the Buyer's specification.

Changes to specifications

3.7 The Seller reserves the right to make any changes in the specification of the Products which are required to conform with any applicable safety or other statutory requirements or, where the Products are to be supplied to the Seller's specification, which does not materially affect their quality or performance.

Cancellation

3.8 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

Authorised Uses

3.9 The Buyer must only use the Products for a Legitimate Purpose. The Buyer must upon request, confirm in writing (and provide evidence to the satisfaction of the Seller) that the Buyer is using the Products only for a Legitimate Purpose

Advertising

3.10 The Buyer must not make any claims regarding the Products other than those described in approved Product literature, posted on the Seller's website, or approved in advance in writing by the Seller. On request, the Buyer must provide the Seller with a sample of any flyer, newsletter, catalogue or promotional material used by the Buyer that makes any reference to the Products.

Use of Products

3.11 The Buyer has the responsibility to conduct any research necessary to learn the hazards involved for any of the Buyer's uses of Products. In addition, the Buyer is responsible for warning any party (including customers, employees and auxiliary personnel such as freight handlers etc) of any risks involved in using or handling the Products. The Buyer agrees to comply with instructions for use of Products furnished by us, if any, and not to misuse the Products.

Importation

3.12 The Buyer agrees to ensure that the importation (if applicable), purchase and use of the products by the Buyer complies with all applicable laws, including any laws relating to the procurement, use and possession of the materials.

4. Price

Price

4.1 The price of the Products shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of the Contract. Where the Products are supplied for export from the United Kingdom, the Seller's published export price list shall apply. All prices quoted are valid for days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

Price increases

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (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 Products which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

Ex-works

4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex-works basis and, where the Seller agrees to deliver the Products otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging, and insurance.

VAT / Sales Tax

4.4 The price is exclusive of any applicable sales tax or value-added tax, which the Buyer shall be additionally liable to pay to the Seller.

Containers

4.5 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Products, but full credit will be given to the Buyer provided they are returned undamaged to the Seller before the due payment date.

5. Payment

Time of invoice

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Products on or at any time after delivery of the Products. If the Products are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Products, the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Products are ready for collection or (as the case may be) the Seller has tendered delivery of the Products.

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Prompt payment discount

5.2 Provided no previous invoice is overdue, the Buyer shall be entitled to a prompt payment discount of per cent. of the price of the Products (excluding any charge for transport, packaging or insurance) for payment within 7 days of the date of the Seller's invoice.

Time of payment

5.3 The Buyer shall pay the price of the Products (less any discount to which the Buyer is entitled, but without any other deduction in respect of any counterclaim or by way of set-off or otherwise) in cleared funds within days of the date of the Seller's invoice, notwithstanding that delivery, may not have taken place and the property in the Products has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

Unpaid sums

5.4 If any sums are unpaid by the Buyer after the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled :

(a) to appropriate any payment made by the Buyer to such of the Products (or the goods supplied under any other Contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);

(b) to charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 5 per cent. per annum above 's Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and

(c) if such sums remain unpaid within 10 working days of the Seller calling upon the Buyer to remedy its failure to pay, to terminate the Contract or suspend any further deliveries to the Buyer under Clause 11.1.

6. Delivery

Place of delivery

6.1 Delivery of the Products shall be effected by the Buyer collecting the Products at the Seller's premises (which collection shall be made within three working days of the Seller notifying the Buyer that the

Products are ready for collection) or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Products to that place.

Time for delivery

6.2 Any dates quoted for delivery of the Products are approximate only and the Seller shall not be liable for any delay in delivery of the Products howsoever caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Products may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

Bulk deliveries

6.3 Where delivery of the Products is to be made by the Seller in bulk, the Seller reserves the right to deliver up to 10 per cent more or 10 per cent less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.

Instalments

6.4 Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller 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 Contract as a whole as repudiated.

Failure to deliver

6.5 If the Seller fails to deliver the Products for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Products.

Defects or short delivery

6.6 The Buyer shall carefully examine the Products on delivery and shall notify the Seller within three working days in writing of any short delivery or defects reasonably discoverable on careful examination. The Seller shall at its option replace or repair any defective goods or refund the purchase price of any undelivered Products falling within this paragraph but shall not be under any other liability to the Buyer in this respect. If the Seller does not receive any such notification, it shall be discharged from all liability (whether arising in negligence or otherwise) arising from non-delivery, short delivery or from such defects.

Failure to take delivery

6.7 If, in the case of Products to be delivered at the Seller's premises, the Buyer fails to take delivery of the Products within three working days of being notified by the Seller that the Products are ready for collection or, in the case of Products to be delivered otherwise than at the Seller's premises, the Buyer fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

(a) effect delivery by whatever means it thinks most appropriate or store the Products until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

(b) sell the Products 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 or charge the Buyer for any shortfall below the price under the Contract.

7. Risk and property

Risk

7.1 Risk of damage to or loss of the Products shall pass to the Buyer:

(a) in the case of Products to be delivered at the Seller's premises, at the time when the Products are handed to the Buyer or its carrier; or

(b) in the case of Products to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Products, the time when the Seller has tendered delivery of the Products.

Property in Products

7.2 Notwithstanding delivery and the passing of risk in the Products, or any other provision of these Conditions, the property in and legal title to the Products shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of all amounts then due and owing from the Buyer to the Seller (including any interest payable under Condition 5.4(b)) in respect of the Products under the Agreement.

Buyer as bailee

7.3 Until such time as the property in the Products passes to the Buyer, the Buyer shall hold the Products as the Seller's fiduciary agent and bailee, and shall keep the Products separate from those of the Buyer and third parties and properly stored, protected and insured (in an amount which is not less than the price payable to the Seller therefor) and identified as the Seller's property. Until that time, and subject to Condition 7.4, the Buyer shall be entitled to resell or use the Products in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured as aforesaid. The Buyer's power of sale referred to in this Condition shall automatically cease upon the occurrence of any of the events referred to in Condition 11.1.

Rights of Seller

7.4 Until such time as the property in the Products passes to the Buyer (and provided the Products are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Products to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Products are stored and repossess the Products.

Pledges or charges

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Seller but, if the Buyer does so, all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8. Limitation of liability

Warranty

8.1 Without prejudice to the provisions of Condition 6.6, the Seller warrants that the Products will be free from defects in material and workmanship developing out of normal use for a period of months from the date of delivery, subject to the following conditions:

(a) the Buyer shall be responsible for ensuring that the Products are fit for the purpose for which it wishes to use them and the Seller gives no warranty (and none shall be implied) that the Products are fit for any particular purpose;

(b) the Seller shall be under no liability in respect of any defect in the Products arising from any drawing, design or specification supplied by the Buyer;

(c) the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Products without the Seller's approval;

(d) the Seller shall be under no liability if the total price for the Products has not been paid by the due date for payment;

(e) the Seller shall be under no liability for parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any warranty or guarantee as is given by the manufacturer to the Seller;

(f) samples of Products show substance and general character only and the Seller gives no warranty or representation (and none shall be implied) that the colour, size, thickness, shape or any other feature of the Products supplied will correspond exactly with the sample;

(g) any Products alleged to be defective shall, if so requested by the Seller, be promptly returned at the Buyer's risk and expense to the Seller's works for inspection;

(h) no attempt shall have been made by the Buyer or by any third party to remedy any defect before, if so required by the Seller, the Products in question shall have been returned to the Seller for inspection;

(i) the Products in question shall have been serviced and maintained properly and in accordance with the Seller's recommendations and shall not have been fitted with any parts, components and/or accessories other than those manufactured or recommended by the Seller;

(j) where any valid claim is made by the Buyer hereunder, the Seller shall, at its option, repair or replace the defective Products, free of charge, or refund to the Buyer the price of the defective Products, but the Seller shall have no further liability to the Buyer in respect of such claim.

Exclusion of liability

8.2 Except as expressly provided in these Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by the Buyer. This exclusion of liability shall not apply in respect of death or personal injury caused by the Seller's negligence.

Liability of employees

8.3 No officer or employee of the Company shall be liable to the Buyer in any circumstances for any loss, expense or damage of any kind (direct, indirect, financial or consequential and whether arising from negligence or otherwise) arising from any act or omission of his during the performance of his employment or other duties.

Force majeure

8.4 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

- (a) Act of God, explosion, flood, tempest, fire or accident;
- (b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- (c) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- (d) import or export regulations or embargoes;
- (e) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- (f) difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- (g) power failure or breakdown in machinery.

9. Intellectual property

Intellectual property rights

9.1 All copyright, patent, trade secret and other proprietary and intellectual property rights in the Products, and information which the Seller may provide to the Buyer or its agents in relation to the Products, shall (as between the parties) at all times remain vested in the Seller or the manufacturer of the Products, and the Buyer shall not acquire any intellectual property rights or licence relating to the Products and may not copy or imitate the Products.

Third-party claims

9.2 If any claim is made against the Buyer that the Products infringe (or that their use or resale infringes) the patent, copyright, design, trademark or other industrial or intellectual property rights of any other person, the Seller shall indemnify the Buyer against any liability incurred by the Buyer (including associated expenses reasonably incurred) in connection with the claim, provided that:

- (a) the Seller is given full control of any proceedings or negotiations in connection with any such claim;
- (b) the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;
- (c) except pursuant to a final award, the Buyer shall not pay or accept any such claim or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);
- (d) the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);
- (e) the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim; and
- (f) without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this Condition.

10. Confidentiality

Confidentiality

10.1 The Buyer shall treat as confidential all technical or creative know-how, information, samples, models, designs or drawings relating to the Products or their development or creation which the Seller may make available to it (the ***Confidential Information***) and shall not without the prior written consent of the Seller:

- (a) exploit any part of the Confidential Information save as is reasonably necessary to enable it to use the Products; or
- (b) disclose (save as requested by a court of law) any part of the Confidential Information other than to its employees [or customers (or potential customers)] who need to know the Confidential Information for the purpose of using the Products provided that:
 - (i) such person is made aware prior to disclosure of the proprietary and confidential nature of the Confidential Information; and
 - (ii) such person owes an express duty of confidence to the Buyer.

Survival of termination

10.2 The provisions of Condition 10.1 shall survive any termination of the Contract.

11. Termination and suspension

Seller's right of termination

11.1 Without prejudice to any rights or remedies available to it under the Contract or otherwise, the Seller shall be entitled, in its absolute discretion and upon giving to the Buyer written notice of its intention to do so, to terminate the Contract wholly or in part or to withhold or vary the performance of all or any of its obligations under the Contract and, if any Products have been delivered but not paid for, the price for such Products shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, if any one or more of the following events occur:

- (a) the Buyer fails to observe or perform any of its obligations under this Contract and fails to remedy such breach (if remediable) within 10 working days of the Seller's notice to do so;
- (b) the Buyer shall refuse to take delivery or collect any of the Products in accordance with the terms of the Contract;
- (c) an encumbrancer takes possession of, or a trustee or administrative or other receiver or similar officer is appointed in respect of, all or any material part of the business or assets of the Buyer, or distress or any form of execution is levied or enforced upon or sued out against any such assets and is not discharged within seven days of being levied, enforced or sued out;
- (d) the Buyer is deemed unable to pay its debts within the meaning of insolvency under relevant legislation or suspends or threaten to suspend making payments (whether of principal or interest) with respect to all or any class of its debts;
- (e) the Buyer convenes a meeting of its creditors or prepares or makes any arrangement or composition with, or any assignment for the benefit of, its creditors or a petition is presented or other steps are taken for making an administration order against or for winding up of the Buyer (other than for the purposes of and following by a reconstruction previously approved in writing by the Seller), unless during or following such reconstruction the Buyer becomes or is declared to be insolvent;
- (f) the Buyer ceases, or threatens to cease, to carry on business; or
- (g) the Seller reasonably determines that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

The Buyer shall notify the Seller forthwith of the happening of any of the events referred to in subparagraphs (a) to (g) (inclusive).

Exercise of termination and suspension rights

11.2 The Seller shall be entitled to exercise its rights of termination or suspension under Condition 11.1 at any time during which the event or default giving rise thereto shall not have ceased or been remedied. In the event of any such suspension, the Seller shall be entitled to require, as a condition of resuming performance under the Contract, the prepayment by the Buyer of, or the provision by the Buyer of such security as it may stipulate for, the payment of any sum or sums due or to become due to it.

Credit limit exceeded

11.3 If any Buyer shall exceed the credit limit agreed between it and the Seller from time to time on any account, the Seller shall have the right to suspend the performance of all or any of its obligations under the Contract. The Seller shall be entitled to require, as a conclusion of resuming performance under the Contract, payment of such proportion of the sums or sum outstanding on any such account by the Buyer or such further sums as the Seller sees fit in its absolute discretion to bring the Buyer back within its agreed credit limit.

Consequences of termination

11.4 On termination of the Contract for any reason:

- (a) the Seller shall be discharged from any further liability to perform under the Contract;
- (b) the Buyer shall pay the Seller on demand for all Products supplied by the Seller to the Buyer prior to termination; and
- (c) the Seller is granted an irrevocable licence to enter the Buyer's premises to recover the Products or other materials which are the Seller's property.

12. Export terms

Incoterms

12.1 In these Conditions, *Incoterms* means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions but, if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

Exports

12.2 Where the Products are supplied for export from the United Kingdom, the provisions of this Condition 12 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

Buyer's responsibility

12.3 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 thereon.

12.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the goods shall be delivered the airport or seaport of shipment.

Testing and inspection

12.5 The Buyer shall be responsible for arranging for testing and inspection of the Products at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the

Products which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

Letter of credit

12.6 Payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank acceptable to the Seller or, if the Seller has agreed in Writing on or before acceptance of the Buyer's order to waive this requirement, by acceptance by the Buyer and delivery to the Seller of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of the Seller at such branch of a bank as may be specified in the bill of exchange.

Resale

12.7 The Buyer undertakes not to offer the Products for resale in or any other country notified by the Seller to the Buyer at or before the time the Buyer's order is placed, or to sell the Products to any person if the Buyer knows or has reason to believe that such person intends to resell the Products in any such country.

13. General

Seller's group

13.1 The Seller is a member of the group of companies, and accordingly the Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Seller.

Notices

13.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and shall be served by leaving it at or sending it by telex, facsimile, prepaid recorded delivery, special delivery or registered post to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any notice so served by telex, facsimile or post shall be deemed to have been received:

(a) in the case of e-mail or facsimile, at the time of receipt; and

(b) in the case of recorded delivery, special delivery or registered post, forty-eight (48) hours from the date of posting.

provided that in each case where delivery by hand or by email occurs after 5pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day. References to time in this clause are to local time in the country of the addressee.

No waiver

13.3 Failure by the Seller to exercise any of its rights under these Conditions shall not be a waiver or forfeiture of such rights. No express or implied waiver by the Seller shall be construed as a continuing

waiver nor shall it prevent the Seller from acting upon that or any subsequent breach or from enforcing any term or condition of the Contract.

Severance

13.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

Assignment

13.5 The Buyer shall not be entitled to assign its rights or transfer its obligations under the Contract, in whole or in part, without the prior written consent of the Seller.

Survival of terms

13.6 The expiration or termination of the Contract, howsoever arising, shall be without prejudice to any provisions of the Contract (including these Conditions) which are to have effect after the date of such expiration or termination.

13.7 Any terms appearing on the Buyer's orders, or any other documents issued by the Buyer, shall be wholly inapplicable to the sale of Products, and the terms of this Terms and Conditions shall prevail.

14. No rights for Third Parties

A person who is not a party to these Conditions shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

15. Governing law and Arbitration