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TERMS & CONDITIONS OF SALE

RE: Version 1.5

The Buyer's attention is particularly drawn to clauses 9 to 11.

1. Interpretation

1.1 In these Conditions:

"Business Day"	Means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
"Buyer"	means the person, firm or company that purchases the Goods from the Seller.
"Conditions"	means the terms and conditions as set out in this document as amended from time to time in accordance with clause 14.6.
"Contract"	means the contract between the Seller and the Buyer for the sale and purchase of the Goods in accordance with and incorporating these Conditions.
"Delivery Location"	means the location as set out in the Quotation.
"Force Majeure Event"	has the meaning given to it in clause 12.
"Goods"	means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions and as set out in the Quotation.
"Order"	means the Buyer's order for Goods as set out in the Buyer's signed Quotation or the Buyer's written acceptance of the Seller's Quotation or a Buyer's order for specific Goods.
"Quotation"	means the quotation given by the Seller to the Buyer setting out the Order.
"Seller"	means UHV Design Ltd., Acorn House, The Broyle, Ringmer, East Sussex, England, BN8 5NN.
"Specification"	means any specification for the Goods, including any related plans and drawings, that are supplied by the Seller by the Buyer and agreed in writing by the Buyer.
"Writing"	Includes e-mail, telex, cable, facsimile transmission and comparable means of communication

1.2 Statutory references shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

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

2. Basis of the sale

2.1 Subject to clause 2.5 the Seller shall sell and the Buyer shall purchase the Goods in accordance with any Quotation signed by the Buyer which is accepted by the Seller; or any written Order of the Buyer which is accepted **by the Seller.** In either case, these Conditions shall apply. They shall govern the Contract to the exclusion of, and will prevail over any other terms and conditions purportedly made or accepted or which are implied by trade, custom, practice or course of dealing.

2.2 Only written variations shall be effective to change these Conditions and only then if signed by the authorised representatives of the Buyer and the Seller.

2.3 The Quotation for the Goods given by the Seller shall not constitute an offer. A Quotation shall only be valid for a period of 30 Business Days from its date of issue.

2.4 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with and upon these Conditions. The Buyer shall ensure that the terms of the Order and any relevant Specification are complete and accurate.

2.5 The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order, at which point the Contract shall come into existence upon these Conditions.

2.6 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall 2 not form part of the Contract or any other contract between the Seller and the Buyer for the sale of the Goods.

2.7 The Seller's employees and agents are not authorised to make any representations concerning the quality or fitness of the Goods or in any other respect. If any have been made, the Buyer should not rely upon them unless the Seller, in Writing confirms them as accurate. The Buyer acknowledges that it has not relied on any unconfirmed representations before entering into this Contract.

2.8 The Buyer follows or acts upon any verbal advice or recommendation given by the Seller (or its employees or agents) to the Buyer (or its employees or agents) entirely at its own risk on any matter concerning the storage, application or use of the Goods. Accordingly the Seller shall not be liable for any such verbal advice or recommendation.

2.9 Any typographical, clerical or other minor 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.

3. Orders and specifications

3.1 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 Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.2 The quantity, quality and description of the Goods shall be those set out in the Order.

3.3 This clause applies if the Goods are to be manufactured or (if any process is to be applied to the Goods) 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, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.4 The Seller reserves the right to make any changes in the Specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

4. Acceptance & Returns

4.1 The Buyer must inspect the Goods on delivery and shall notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with description or sample within forty eight (48) hours of delivery. The Buyer must afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the Buyer fails to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage that would be apparent on a reasonable examination of them, and the Buyer shall be deemed to have accepted the Goods.

4.2 If the Buyer properly rejects any of the Goods which are not in accordance with the contract the Buyer shall nonetheless pay the full Price for such Goods unless the Buyer promptly gives notice of rejection to the Seller and at the Buyer's cost returns such Goods to the Seller before the date when payment of the Price is due.

4.3 No goods delivered to the Buyer that are in accordance with the contract will be accepted for return without the prior written approval of the Seller on terms to be determined at the absolute discretion of the Seller. If the Seller agrees to accept any such goods for return, the Buyer shall be liable to pay a handling charge of [10% of the invoice price]. The goods must be returned by the Buyer carriage-paid to the Seller in their original shipping carton. Goods returned without the prior written approval of the Seller may at the Seller's absolute discretion be returned to the Buyer or stored at the Buyer's cost without prejudice to any rights or remedies the Seller may have.

4.4 Notwithstanding the Sale of Goods Act 1979 Section 35A(1), acceptance of some of the Goods by the Buyer, whether conforming to the contract or not, shall deprive the Buyer of the right to reject the rest of the Goods, whether they conform to the contract or not.

4.5 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.

5. Price of the goods

5.1 The price of the Goods shall be the price set out in the Quotation as accepted by the Seller or, where no price has been quoted (or a quoted price is no longer valid) the price listed in the Seller's current and relevant list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply.

5.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to: -

- any factor beyond the Seller's control (including foreign exchange fluctuations, increase in taxes and duties, and increase in labour, materials, and other manufacturing costs);

- any change in delivery dates, quantities or Specifications for the Goods requested by the Buyer;

- any delay caused by any instructions of the Buyer;
- failure of the Buyer to give the Seller adequate information or instructions; or
- any delay caused by adverse weather conditions.

5.3 All prices are given by the Seller on an FCA basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance. This applies unless 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. 5.4 All prices are quoted exclusive of any applicable Value Added Tax, which the Buyer shall be additionally liable to pay to the Seller.

6. Terms of payment

6.1 To the extent that differing or contrary payment terms in the Quotation or are otherwise agreed between the Seller and the Buyer in writing, the following terms in this clause 6 shall apply.

6.2 All credit terms agreed in writing between the Seller and the Buyer are at the Seller's sole discretion and may be revoked or amended by the Seller at any time. 6.3 The Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after their delivery, unless: -

- the Goods are to be collected by the Buyer or
- the Buyer wrongfully fails to take delivery of the Goods,

in which either event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or, as the case may be, the Seller has tendered their delivery.

6.4 The Buyer shall pay the price of the Goods and all applicable taxes in full and in cleared funds (less any discount to which the Buyer is entitled, but without any other deductions) within 30 days of the date of the Seller's invoice. Payment shall be made to the bank account nominated in writing by the Seller. Time for payment is of the essence.

6.5 The Seller shall be entitled to recover the price even though delivery may not have taken place and the property in the Goods may not have passed to the Buyer.

6.6 The time of payment of the price shall be of the essence of the Contract.

6.7 Receipts for payment will be issued only upon request.

6.8 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-

6.8.1 cancel the contract or suspend any further deliveries to the Buyer;

6.8.2 appropriate any payment made by the Buyer to such of the Goods (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); and

6.8.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per cent per annum above Lloyds 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).

6.9 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

7. Delivery

7.1 Any dates quoted for delivery of the Goods are approximate only.

7.2 The Seller shall not be liable for any delay in delivery of the Goods however caused.

7.3 Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing.

7.4 The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

7.5 The Buyer shall not be entitled to reject the Goods if the Seller delivers up to and including 10% more or less than the quantity of Goods ordered but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Buyer that the wrong quantity of Goods was delivered subject always to confirmation by the Seller.

7.6 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract. 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.

7.7 If the Seller fails to deliver the Goods (or any instalment), and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the cost excess over the price of the Goods (if any) incurred by the Buyer (in the cheapest available market) in obtaining similar goods to replace those not delivered.

7.8 The Seller 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 Buyer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

7.9 This clause applies if the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery. Without prejudice to any other right or remedy available, the Seller may: -

- store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 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 or charge for the Buyer for any shortfall below the price under the Contract; and

7.10 Clause 7.9 does not apply if the Buyer's failure was for any reason beyond the Buyer's reasonable control or because of the Seller's fault.

7.11 Delivery of the Goods shall be completed:-

7.11.1 If the Goods are to be collected from the Seller's premises then at the point at which the Seller notifies the Buyer that the Goods are ready for collection; or

7.11.2 If a Delivery Location is specified which is not the Seller's premises then on the Goods' arrival at the Delivery Location.

8. Risk and property

8.1 Risk of damage to or loss of the Goods shall pass:-

8.1.1 in the case of Goods to be collected at the Seller's premises, at the point when the Seller notifies the Buyer that the Goods are ready for collection; or

8.1.2 if a Delivery Location is specified which is not the Seller's premises then on the Goods' arrival at the Delivery Location.

8.2 Title to the Goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for:

8.2.1 the Goods; and

8.2.2 any other Goods or services that the Seller has supplied to the Buyer in respect of which payment has become due. This applies even though delivery and the passing of risk in the Goods may have taken place and subject to any other provision of these Conditions.

8.3 Until title to the Goods has passed to the Buyer, the Buyer shall:

8.3.1 hold the Goods on a fiduciary basis as the Seller bailee;

8.3.2 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;

8.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

8.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

8.3.5 notify the Seller immediately if it becomes subject to any of the events listed in clause 12.2; and

8.3.6 give the Seller such information relating to the Goods as the Seller may require from time to time;

but the Buyer may resell or use the Goods in the ordinary course of its business.

8.4 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 12.2, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

8.5 The Buyer shall not be entitled to pledge or in any charge by way of security for any indebtedness any of the Goods which remain the property of the Seller. 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.

9. Warranties and liability.

This clause excludes the following items: heating elements, filaments, bearings gaskets, seals and consumable parts.

9.1 Subject to the conditions set out below, the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in materials and workmanship for a period of twelve months, from the date of their initial use or twelve months from delivery, whichever is the first to expire.

9.2 The above warranty is given by the Seller subject to the following conditions: -

9.2.1 the Seller shall be under no liability in respect of any defects in the Goods arising from any drawing, design or specification supplied by the Buyer;

9.2.2 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 Goods without the Seller's approval;

9.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

9.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

9.3 Subject to clause 9.4, if:

9.3.1 the Buyer gives notice in writing to the Seller 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 9.1; and

9.3.2 the Seller is given a reasonable opportunity of examining such Goods; and

9.3.3 the Buyer (if asked to do so by the Seller) returns such Goods to the Buyer's place of business at the Buyer's cost,

the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

9.4 The Seller shall not be liable for the Goods' failure to comply with the warranty set out in clause 9.1 if:

9.4.1 the Buyer makes further use of such Goods after giving notice in accordance with clause 9.2; or

9.4.2 the defect arises because the Buyer failed to follow the Seller'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; or

9.4.3 the defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer; or

9.4.4 the Buyer alters or repairs such Goods without the written consent of the Seller; or

9.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

9.5 Except as provided in this clause 9, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 9.1.

9.6 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Seller.

9.8 The Seller shall not be liable to the Buyer for any breach of representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any of the following which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer: -

- indirect, special or consequential 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. The entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods.

9.9 Clause 9.8 shall not apply in respect of death or personal injury caused by the Seller's negligence or where expressly provided in these Conditions.

9.10 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 Goods, if the delay or failure was due to a Force Majeure Event.

10. Indemnity

10.1 This clause applies if any claim is made against the Buyer 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. Unless the claim arises from the use of any drawing, design or specification supplied by the Buyer, the Seller shall indemnify the Buyer against: -

- all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or
- paid or agreed to be paid by the Buyer in settlement of the claim, provided that: -

10.1.1 the Seller is given full control of any proceedings or negotiations in connection with any such claim;

10.1.2 the buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;

10.1.3 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);

10.1.4 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 due under any such policy or cover (which the Buyer shall use its best endeavours to do);

10.1.5 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

10.1.6 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 clause.

11. Limitation of Liability

11.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:

11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

11.1.2 fraud or fraudulent misrepresentation; or

11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

11.1.4 defective products under the Consumer Protection Act 1987; or

11.1.5 any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability

11.2 Subject to clause11.2

11.2.1 the Seller shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from a deliberate breach of the Contract by the Seller, its employees, agents or subcontractors); and

11.2.2 the Seller's total liability to the Buyer 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, including losses caused by a deliberate breach of the Contract by the Seller, its employees, agents or subcontractors shall not exceed the price of the Goods.

12. Insolvency of Buyer

12.1 If the Buyer becomes subject to any of the events listed in clause 12.2, or the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other rights or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under the Contract or under any other contract

between the Buyer and the Seller without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.

12.2 For the purposes of clause 12.1, the relevant events are:-

12.2.1 the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply]; or

12.2.2 the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer; or

12.2.3 (being an individual) the Buyer is the subject of a bankruptcy petition or order; or

12.2.4 a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

12.2.5 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer; or

12.2.6 (being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver; or

12.2.7 a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets; or

12.2.8 any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2.1 to clause 12.2.6 (inclusive); or

12.2.9 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or

12.2.10 the Buyer's financial position deteriorates to such an extent that in the Supplier's opinion the Buyer's capability adequately to fulfil its obligations under the Contract has been placed in jeopardy.

12.2.11 (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

13. Export terms

13.1 The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply to the Contract but where there is any conflict between the provision of the Incoterms and these Conditions, these Conditions still prevail.

13.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 13 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

13.3 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 on them. The Buyer 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 the Seller, the Buyer shall make those licences and consents available to the Seller prior to the relevant shipment.

13.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered FCA (free carrier).

13.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods, which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

13.6.1 If the Buyer has been pre-approved for credit, by the Seller, the Buyer will pay Seller's invoice(s) 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 the Seller. Any Buyer not pre approved by the Seller for credit must make full payment at the time of submitting their Order unless otherwise agreed by the Seller.

13.6.2 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 Lloyds Bank Plc in England as may be specified in the bill of exchange.

13.7 The Buyer undertakes: -

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

14. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms,

earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

15. General

15.1 Assignment and subcontracting.

15.1.1 The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.1.2 The Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Seller.

15.2 Notices.

15.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier, fax or email.

15.2.2 A notice or other communication shall be deemed to have been received; if delivered personally, when left at the address referred to in clause 15.2.1; if sent by pre-paid first-class post or recorded delivery, at 9:00 a.m. on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

15.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.3 Severance.

15.3.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

15.3.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.4 Waiver. A Waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.5 Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.6 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by authorised representatives of both parties.

15.7 **Governing law and jurisdiction**. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

16. End-of-Life Disposal and Recycling

16.1 At the end of their service life, the Goods should be disposed of responsibly and in accordance with applicable local regulations. Wherever practicable, recyclable materials such as steel and aluminium should be recovered, while electrical or electronic components should be handled through an appropriate authorised recycling facility.