

Terms & Conditions of Sale

1. DEFINITIONS

In these terms and conditions “the Company” means **Hayley Group Limited** and/or its subsidiary or associated companies.

“Act or Insolvency” means any one or more of the following; namely a notice is issued to convene a meeting for the purpose of passing a resolution to wind up a company or a partnership or such a resolution is passed; a resolution is passed by its directors to seek a winding up or an administration order against a company; a resolution is passed seeking a winding up or an administration order against a partnership; a petition for a winding up or an administration order is presented against a company or against a partnership or such an order is made; a petition for a bankruptcy order is presented or such an order is made; a proposal for voluntary arrangement or an application for an interim order is made under the Insolvency Act 1986; a party takes any action (including starting negotiations) with a view to readjustment, rescheduling or deferral of any part of its indebtedness; a party proposes or makes any general assignment, composition or arrangement with or for the benefit of all or some of its creditors; a party suspends or threatens to suspend making payments to all or some of its creditors; a party becomes subject to any type of voluntary arrangement; a receiver (administrative or otherwise) is appointed over all or part of a party’s assets; any action is taken outside the United Kingdom which is similar or analogous to any of the foregoing of the Company has reasonable grounds for believing that any of the foregoing is imminent.

“The Customer” means the person, firm or company which contracts with the Company for the purchase of Goods and/or provision of the Services.

“The Goods” means the articles, equipment or goods (including any instalment of the goods or parts thereof and any replacement parts to be supplied by the Company in connection with provision of the Services) which the Company is to supply in accordance with these terms and conditions.

“The Services” means the repair, modification, maintenance, installation of other services to be provided by the Company in accordance with these terms and conditions.

“The Serviced Goods” means any goods in respect of which the services are to be or, as appropriate, have been provided by the Company.

“The Contract” means the contract for the sale of the Goods and/or the provision of the Services by the Company to the Customer and shall incorporate these terms and conditions, the Company’s quotation (if any) and any and every appendix and/or authenticated addendum thereto including any specifications and/or referred to in such quotation.

“Business Day” means any day (other than Saturday) on which clearing banks are open for normal banking business in sterling in the City of London.

2. ACCEPTANCE OF CONTRACT

All Goods and Services are offered and all Contracts are entered into subject to these terms and conditions.

All other terms, conditions and warranties whatsoever are excluded from the Contract of any variation thereof unless expressly accepted by the Company in writing.

No servant or agent of the Company has authority to vary these terms and conditions orally or to make any statement or representation about the Goods and/or Services offered, their fitness for any purpose or any other matter whatsoever. If any statement or representation has been made to the Customer by the Company its servants or agents upon which the Customer relies other than in the documents enclosed with the Company’s quotation then the Customer must set out that statement or representation in a document to be attached to or endorsed on the Customer’s order and in any such case the Company may confirm, reject or clarify the point and submit a new quotation.

These terms and conditions shall be incorporated into any contract between the Company and the Customer to the exclusion of and terms or conditions stipulated by or referred to by the Customer. Any dealings with the Company following receipt by the Customer of notice of these terms and conditions shall automatically be deemed acceptance thereof and notwithstanding the absence of formal acknowledgement.

Unless otherwise expressly stated in writing, all quotations and estimates supplied are by the Company are invitations to treat. The Customer's order is an offer. No contract shall come into existence unless the Company accepts the Customer's order in writing.

3. QUOTATIONS AND TENDERS

No quotation or tender issued by the Company shall be valid unless it is signed by a duly authorised representative of the Company. Quotations and tenders shall only be valid for the period specified therein or if no such period is specified for a maximum period of 30 days from the date thereof and may be withdrawn or cancelled by the Company at any time within any such period by written or oral notice.

Quotations and tenders are for the whole of the Goods and/or Services for which quotations or tenders are given by the Company and the Company reserves the right to refuse acceptance of any order which constitutes only part of the Goods and/or Services forming the subject of the quotation or tender. An order once accepted cannot be cancelled or varied except with the prior written consent of the Company; any such consent of the Company shall be on terms which would fully indemnify the Company against all costs, charges and expenses incurred by the Company in connection with such order and/or its cancellation or variation.

4. DELIVERY

In the absence of agreement to the contrary delivery of the Goods shall be made by the Customer collecting the Goods at the Company's premises as soon as practicable following notification from the Company that the Goods are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the Goods to that place.

All times quoted for delivery are given in good faith but are not guaranteed. Time for delivery or performance shall not be of the essence.

The Customer shall have no right to damages or to cancel the order for failure by the Company for any cause to meet any performance or delivery time stated.

Where the Customer is to collect the Goods from the Company, the Company reserves the right to charge for storage if such goods are not collected within seven days of notifying the Customer that such goods are available for collection. If the Goods are not collected by the Customer within 21 days of such notification the Company shall be entitled to suspend further performance of the contract and to treat the contract as being wrongfully repudiated by the Customer and forthwith terminate the contract or treat the contract as terminated without liability for any loss whether direct or indirect suffered by the Customer by reason of such termination but without prejudice to any other right of remedy available to it.

If the Company is prevented from delivering the Goods and/or performing Services at the time provided for delivery and/or performance by reason of any cause outside its reasonable control (including but not so as to limit the generality of the foregoing fire, explosion, plant breakdown, interference by labour strikes or lock-outs or non-availability of transport or materials) the period for delivery and/or performance shall be deemed extended accordingly and the Customer shall have no right to terminate the contract by reason of such delay.

If the delivery and/or performance date has been exceeded by 12 weeks then the Customer may give notice to the Company to terminate the unfulfilled part of the contract but the Company shall have no liability to the Customer for any loss or damage arising therefrom or consequential thereon.

The Company reserves the right to deliver by instalments and each delivery shall constitute a separate contract to which these Conditions shall apply. Failure by the Company to deliver any one or more of the instalments or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole is repudiated.

If so requested by the Customer in writing, the Company may defer delivery and/or performance to a date agreed by the Company and the Customer but the Company shall be entitled to charge the Customer for any loss, cost, claims and/or expenses incurred by it as a result of the said deferment.

The Company shall be entitled to cancel any accepted order or withhold delivery of any goods if the Customer is in breach of any obligation to the Company whether contractual or otherwise.

The Customer shall not refuse, prevent or hinder delivery and/or performance and failure by the Company to effect delivery and/or performance by reason of any of the aforesaid shall not effect the obligation of the Customer to pay the Invoice price.

The Company shall be entitled to re-sell all of any goods in respect of which delivery is refused, prevented, hindered or cancelled and the event that the reason for refusing, preventing, hindering or cancelling delivery and or performance subsequently ceased to apply the Company shall only be bound to re-deliver goods and/or re-perform services subject to the availability of the original or replacement goods and/or the availability of suitable labour and without prejudice to any other right or remedy available to it.

No claim for short delivery of goods or goods damaged in transit can be entertained unless either a receipt is given to the carrier detailing the shortage or damage at the time of delivery or alternatively notification of the shortage or damage is given to the Company within seven days of the date of delivery of the Goods to the Customer.

The Company shall at its option either make good the whole or part of the price (and where relevant, as a deduction from any part of the price remaining unpaid) or by repair or replacement any such nondelivery, short delivery or damage notified as aforesaid and save as provided in this Condition 4 shall not be liable for any such non-delivery, short delivery or damage in transit nor for any loss, financial or otherwise resulting directly or indirectly therefrom. In no event shall the Company be liable to the Customer in connection with any damage or loss in transit where delivery takes place at the Company's premises.

If the contract relates to an order for goods which are to be called off by the Customer and/or delivered to and/or collected by the Customer (whether the period is specifically stated or not) the Customer shall be obliged to call for all goods and/or collect them within a maximum period of 6 months from the date on which the Company gives notice (which it may do at any time) to the Customer requiring it to do so.

Orders of the description are dealt with by the Company reserving stock to meet the order when the contract is formed. If the orders are not called off such stock cannot readily be otherwise disposed of. Accordingly, regardless of whether the Customer actually calls for delivery and/or collects the goods the Customer shall be obliged to make payment to the Company in full for all goods the subject of this contract within 60 days of the Company submitting an invoice (which the Company shall be entitled to do at any time after notice has been despatched under this clause requiring that the goods shall be collected).

5. RISK AND TITLE IN GOODS

Risk of loss and/or damage to the Goods shall pass to the Customer.

a. on delivery to the Customer or to a third party or carrier by the Customer to take or accept delivery;

or

b. where the Company gives notice to the Customer that the goods are available for collection, on the expiry of seven days from the date of such notice or on the expiry of the time agreed for collection following service of such notice (if any) whichever is the later; or c. if the Customer or a third party appointed by the Customer to accept or take delivery wrongfully fails to accept; or take delivery of the Goods, on the Company tendering delivery of the Goods; or d. if the Customer is to collect the Goods from the Company entering the premises at which the Goods are situate for the purpose of such collection.

Notwithstanding delivery and the passing of risk, property in and title to the Goods shall remain in the Company until the Company has received payment of the full price of (a) all Goods and/or Services the subject of the Contract and (b) all other goods and/or services supplied by the Company under any other contract whatsoever. Until property in and title to the Goods passes to the Customer

- the Customer shall keep the Goods property stored, protected and insured and separate from all on any other goods whether belonging to the Company, the Customer or any third party;
- the Company shall be entitled at any time forthwith to revoke the Customer's power to deal with the Goods; and it shall automatically cease if the Customer shall commit or be subject to any Act of Insolvency; and
- the Customer shall not make any modification to the Goods or their packaging or alter, remove or tamper with any marks, numbers or other means of identification used on or in relation to the Goods.

Upon termination of the Customer's power to deal with the Goods, the Customer shall place the Goods at the disposal of the Company and the Company and its servants and agents are hereby irrevocably authorized without the need for consent of any third party but using only such force as may be necessary, to enter upon any premises of the Customer or any third party for the purpose of removing the Goods. If any of the foregoing provisions of this Condition shall be invalid or unenforceable such validity or unenforceability shall not affect the remaining provisions.

6. PRICES

All prices are unless otherwise stated quoted net x works exclusive of VAT and are subject to fluctuation at the Company's exclusive discretion in the event of any increase in the cost of labour, materials, overheads, transport, taxes, duties or any other costs whatsoever affecting the manufacture or delivery of the Goods and/or Services and any fluctuations in exchange rates affecting the cost of imported Goods or prices quoted other than in sterling. Any increase in such costs during the period of the Contract will be added to the quoted price.

In the event of any alteration or modification being requested by the Customer and agreed by the Company in design, quantity, specification or other requirements, the Company shall be entitled to make an adjustment of the Contract price corresponding to such alteration. The Company shall further be entitled to make an adjustment to the Contract price in the event that

- a) In the opinion of the Company an order is not accompanied by sufficient information or drawings to enable work to commence forthwith.
- b) The information accompanying the order does not provide a full and accurate indication of the work involved or,
- c) Delay is caused by the Customer's instructions or lack of instructions
- d) The cost of delivery, carriage and packing shall unless otherwise stated be charged extra and is not refundable.
- e) where a quoted price includes the whole or part of the cost of tooling the Customer acknowledges that unencumbered and exclusive title in such tooling shall have vested in the Company and that the Customer has no claims to or rights therein.

7. TERMS OF PAYMENT

All Goods and/or Services shall be paid for (together with value added tax thereon) within 30 days from the end of the calendar month in which they were invoiced by the Company and without regard to any equity, set-off or counterclaim.

Payment for the Goods and/or Services shall be made by the Customer in full and cleared funds. Time for payment shall be of the essence for the Contract.

The Company shall be entitled to interest from the date upon which payment falls due. In such cases interest shall accrue from day to day at the rate of 4.0% per month above the Bank of England base rate.

Where payment is agreed to be made by installments delay or default by the Customer in making payment in respect of any on installment shall render all the remaining installments due forthwith and interest will be charged in accordance with the above clause with immediate effect and until the date of the actual payment of the full amount outstanding. Non-compliance with the above terms of payment does and shall constitute default without reminder. In the event that the Customer fails to fulfill the terms of payment in respect of any invoice the Company may at its sole discretion and without prejudice to its other rights or remedies demand payment of all or any outstanding liabilities whether or not due and/or cancel all or any outstanding order and/or decline to make further deliveries and/or decline to perform further services except upon receipt of cash or satisfactory security or such other terms as the Company shall decide.

Goods supplied in accordance with the Contract cannot be returned without the Company's prior written authorisation.

Duly authorised returns shall be sent to the Company at the Customer's expense and shall only be accepted if they are in the correct, original packaging and undamaged. The Customer shall be issued with a credit note for the amount paid for the Goods upon production of an original invoice.

8. WARRANTIES AND GUARANTEE

Goods supplied by the Company are warranted to accord with any specification specifically agreed by the Company in writing. All other terms, warranties or conditions as to quality, description, fitness for purpose or otherwise (whether express, or implied statutory or otherwise) are excluded to the fullest extent permitted by law.

In substitution thereof, the Company provides the following guarantees;

For the Goods - If the Customer shall, as soon as reasonably practicable after the defect is discovered and in any event within 6 months of the Goods being put into service or within 12 months of the despatch thereof from the Company's works (whichever is the earlier) give written notice to the Company that a defect exists in the Goods the Company shall upon being satisfied by examination that the Goods are defective solely due to faulty materials or workmanship and subject to the other terms of these conditions at its sole discretion either repair the defective Goods or take back the defective Goods and supply satisfactory substitute Goods free of cost and within a reasonable time.

For the Services - If the Customer shall, as soon as reasonably practicable after the defect is discovered and in any event within 12 months of receipt of the serviced Goods by the Customer (receipt being deemed as 5 days following the date of the relevant invoice) give written notice to the Company that the Services are defective the Company shall upon being satisfied by examination that such defect arose solely due to its faulty workmanship and subject to the other terms of these conditions at its sole discretion either repair the serviced Goods or take back the defective serviced Goods and supply satisfactory substitute Goods free of cost and within a reasonable time. If the Company does so repair the Goods or Serviced Goods or supply satisfactory substitute Goods therefore the Customer shall be bound to accept such repaired or substituted Goods and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective Goods or the defective performance of the Services or from the delay before the repairs are carried out or the substituted goods delivered.

The Company may within 14 days of receiving such a written complaint as aforesaid (or 30 days where the Goods or Serviced Goods are situated outside of the United Kingdom) inspect the relevant Goods or serviced Goods and the Customer if so required by the Company shall take all necessary steps to enable the Company to do so. Where a Customer is unable to establish liability on the part of the Company or where the Customer is unable to establish that he has suffered loss or damage as a result of the alleged complaint, the Customer shall be liable for the costs and expenses of the Company in investigating such complaint and/or repairing or replacing and delivering defective parts and any other costs of the Company incurred in connection therewith.

The Company gives no guarantee and the Customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Customer or a third party acting on the Customer's instructions without the prior specific written consent of the Company nor in respect of any defect arising by reason of fair wear and tear damage due to accident, neglect or misuse nor in respect of any Goods or Serviced Goods to which alterations or modifications have been made without such consent nor in respect of any defect in the design of the Goods or the performance of the Services in either case to the Customer's specification. The Company shall not be liable for loss or damage suffered by reason of use of the Goods or the Service Goods after the Customer becomes aware of a defect or after circumstances arising which should reasonably have indicated to the Customer the existence of a defect.

The Company gives no guarantee and the Customer shall not be entitled to any claim in respect of any defect arising by reason of;

- a) any failure to install, operate or maintain the Goods or Serviced Goods or any part thereof in strict accordance with the Company's instructions and/or any operational manuals supplied by the Company to the Customer
- b) any failure to install, operate or maintain the Goods or Serviced Goods or any part thereof using competent personnel
- c) Unsuitable or incorrect lubrication, incorrect choice of Goods, faulty mounting or any other circumstances whatsoever beyond the reasonable control of the Company.

The Company gives no guarantee in respect of any Goods or component parts of Goods not of the Company's manufacture and in any such case the Company where such rights can be assigned and will assign to the Customer its rights (if any) against its supplier and these rights shall be taken in extinction of all and in substitution for any right which the Customer would otherwise have against the Company.

Further in respect of any such Goods or component parts of the Goods the Company gives no assurance or guarantee whatsoever that the sale or use thereof will not infringe patent, copyright or other intellectual property rights of any other person, firm or company.

All information and details contained in the specifications and/or advertising, sales and technical literature issued by the Company have been carefully prepared to avoid errors but they are provided for guidance purposes only and their accuracy is not guaranteed. No such data or information shall form part of the Contract and the Company shall not in any event be liable for any inaccuracies or omissions in particular and without prejudice to the generality of the foregoing any performance figures given by the Company are based upon the Company's experience and are such as the Company expects to obtain on test but their accuracy is not guaranteed.

Unless otherwise specifically agreed by the Company in writing the Company shall be under no liability whatsoever in respect of any failure to obtain such performance figures. Any recommendations or suggestions relating to the use of the Goods made by the Company are given in good faith but it is for the Customer to decide satisfy itself of the suitability of the Goods for its own particular purpose.

Unless otherwise expressly agreed by the Company in writing the Company does not warrant, represent or give or make any condition that the Goods are suitable for any particular purpose whether or not such purpose has been notified to the Company and any implied warranty or condition (statutory or otherwise) to that effect is excluded.

9. LIABILITY

The Company shall not be liable to the Customer in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Company its servants or agents in a sum which is greater than the contract price.

The Company shall not be liable to the Customer in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss of profits and/or loss of production or any indirect or consequential (including economic) loss of any kind which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Company, its servants or agents. Provided that nothing in this Condition shall operate so as:

- to exclude the Company's non-excludable liability in respect of death or personal injury caused by the negligence of the Company its servants or agents;
- to affect the statutory rights of the Customer where Goods are sold or Services are supplied to a Customer dealing as a consumer within the meaning of Unfair Contract Terms Act; or
- to exclude the application of Section 12 of the Sale of Goods Act 1979;
- to exclude liability for fraudulent misrepresentation;

10. INTELLECTUAL PROPERTY

Where Goods are manufactured by the Company in accordance with the drawings, specification and/or particular requirements of the Customer the Company shall not be liable for any loss or damage arising out of any claim made or threatened against the Company for infringement of any patent, copyright registered design or design right and/or other intellectual property right and/or any other right of any third party in respect of such Goods.

The Customer shall indemnify the Company from and against all loss, actions, claims, costs and proceedings which arise due to the manufacture of Goods to the drawings or specifications of the Customer where such drawings or specifications are at fault or where it is alleged that they involve an infringement of any patent, trademark, copyright, registered design or design right and/or other intellectual property right and/or any other right of any third party in respect of such Goods.

11. CONFIDENTIALITY

Copyright in all drawings, documents and other information supplied by the Company is expressly reserved to the Company.

The Customer shall not sell, loan, exhibit, publish or give away any such drawings, documents or other information or any extract therefrom or copies thereof without the written consent of the Company and the Customer shall not use them in any way except in relation to the use and/or operation by the Customer of the Goods in respect of which they are issued.

12. CUSTOMER'S GOODS DRAWINGS AND INFORMATION

The Customer shall be solely responsible for ensuring that all drawings, documents and other information given to the Company by the Customer are accurate and suitable. Examinations or consideration by the Company of such drawings, documents or information shall not constitute acceptance by the Company of responsibility thereof and shall in no way limit the Customer's responsibility thereof.

Where the Customer supplies any Goods or materials to the Company or where any Goods or material which are or become the property of the Customer are otherwise left or placed in the possession of the Company whether for servicing, modification, repair, maintenance or otherwise.

The Company shall be under no liability in respect of any loss or damage arising as a result of damage to the loss or destruction of such Goods or materials save where the Company is shown to have been negligent in its custody or use of them in which case the Company's liability shall be limited to the repair or replacement of such Goods or materials.

The Customer shall insure all such Goods or materials at all times to the full replacement value against all such risks.

13. DESIGN

Where drawings or specifications are submitted to the Customer prior to manufacture approval of such drawings or specifications by the Customer shall imply that the Company's interpretation of the Customer's requirements and specification is correct.

No warranty is given that Goods will operate satisfactorily on or with any machine or material or in any particular operating conditions other than as expressly specified by the Company in writing and shall be for the Customer to satisfy itself as to the accuracy and final working of the Goods supplied by the Company.

14. SERVICES AND WORK ON SITE

If the Contract provides for the provision of Services by the Company then the Company shall provide the requisite skilled labour and supervision and the following additional provisions shall also apply. If the Services are to be carried out at the premises of the Customer or at the Customer's request at the premises of any other person then the Customer undertakes to provide or to procure the provision free of charge of:

Free suitable and safe access to the site and to the point at which the work is to be carried out.

In the case of installation of Goods, proper, adequate and accurate foundations to receive the Goods as and when delivered.

All and any necessary, scaffolding and lifting equipment.

Proper, safe storage and protection, against the elements of, of all Goods, Tools, Plant and equipment and materials on site from the time of delivery.

All necessary facilities and adequate assistance for the provision of the relevant Services as appropriate including consistent and adequate supplies of water, light, earthing points and any other necessary services or facilities that may be required by the Company (each of these to be supplied at the Customer's expense) to enable the Services to be expeditiously and continuously carried out and the Customer shall pay to the Company the amount of any expenses incurred by the Company by reason of any breach by the Customer of any of its undertakings in this clause but without prejudice to the Company's right to recover further damaged therefore.

The Company shall only be obliged to carry out the Services during normal working hours and shall be entitled to charge for any overtime worked upon request by the Customer. Should the Company incur additional costs owing to suspension of the Services by the Customer's instructions or lack of instructions, interruptions, delays, overtime, unusual hours, mistakes or lack of any facilities in each case by reason of causes within the Customer's control such reasonable additional costs shall be added to the Contract price and paid for by the Customer in accordance with the payment terms contained in these conditions. All Goods supplied on site shall at all times be at the sole risk of the Customer so that the Customer shall be responsible for all loss, damage or deterioration to the Goods on site.

If any work, including attendance at the time of delivery the provision of Services or other wise is undertaken by the Company on the Customer's premises or at the Customer's request at the premises of any other person in connection with an order then the Customer shall indemnify the Company in respect of all claims or proceedings taken against the Company by any third party including but not limited to the Company's employees, the Customer's employees or the employees of any contractor employed by the Customer

or the Company or the personal representatives or dependants of any such employee or other third party in respect of personal injury or damage to property (including damage as a result of fire or explosion) caused by or arising out of such work in any manner whatsoever.

The Customer shall further indemnify the Company from and against all claims or proceedings taken against the Company arising out of the acts and/or omissions of the Customer, its agents or subcontractors whether negligent or otherwise. The Customer shall at all times be adequately insured with a reputable insurer against all insurable liability under the Contract.

All work people provided by the Customer to assist the Company shall in all respects remain employees of the Customer.

The Customer shall insure to the full value thereof and provide adequate protection for all machinery and equipment of the Company and all plant, machinery, materials and the Goods on site during the course of the provision of the Services against all loss or damage howsoever caused otherwise than by reason of the neglect or the default of the Company, its employees, servants or agents.

15. TESTING AND INSPECTION

To the extent required or permitted by the Contract the Customer or its authorised agent shall be entitled to test or inspect the Goods prior to their delivery. If this right is not exercised within 7 days of notification to the Customer of readiness for inspection or testing or where the Customer does not within 3 days after inspection or testing notify the Company in writing of its lack of satisfaction then the Customer shall be conclusively deemed to have accepted the Goods and to have agreed that the Goods are in full conformity with the Contract.

Any costs incurred in carrying out such testing and inspection including the provision of consumable items will be charged extra to the Customer.

16. SAMPLES AND DESCRIPTIONS

The provision by the Company of samples for analysis by the Customer or the inspection of samples by the Customer shall not render any sale a sale by sample. No guarantee or warranty is given that supplies will correspond exactly to the description or sample and the use of any description or sample shall not constitute the Contract a sale by description or sample or a sale by sample and description and the Company reserves the right without notice to the Customer to make alterations thereto and to supply the Goods so altered in performance of the Contract provided that such alterations do not materially affect the characteristics of the Goods.

17. TERMINATION

If the Customer shall fail to take delivery of the Goods when required or make default or commit a breach of any of its obligations under this Contract or any other order or Contract with the Company or if the Customer shall commit any Act of Insolvency the Company shall be entitled without prejudice to any other right or remedy accrued or accruing to the Company to terminate the Contract in whole or in part or to withhold performance of all or any of its obligations under the Contract forthwith by notice in writing to the Customer and to recover from the Customer any loss on sale of the Goods or supply of the Services comprised in the Contract.

In the event of a suspension of performance the Company shall be entitled, as a condition of resuming performance, to require pre-payment, or such security as it may require.

18. FORCE MAJEURE

Neither party shall have any liability for any failure to perform or for any delay in the performance (other than as to payment) of any of its obligations under the Contract caused by any factor beyond its reasonable control.

19. HEALTH AND SAFETY

The Customer undertakes to take all steps necessary to ensure that the Goods when properly used will be safe and without risk to health.

The Customer shall indemnify the Company against any liability whether civil or criminal which the Company may be under in respect of any illness or injury caused by the Goods or their use.

20. PRODUCT LIABILITY

In circumstances where the Company supplies Goods to the Customer for incorporation with, or use ancillary to any composite products to be produced, manufactured, processed or supplied by the Customer or otherwise then; The Customer shall forthwith on demand produce for inspection by the Company copies of all written instructions, information and warnings to be supplied by the Customer in relation to the said composite products provided nevertheless that such inspection or right to inspect shall not constitute acceptance or approval on the part of the Company of such instructions, information and warnings and The Customer shall indemnify, reimburse and compensate the Company for all losses and damages (including costs, expenses and charges for legal actions in which the Company may be involved) that the Company may incur in the event that any claim or claims are made against the Company pursuant to the Consumer Protection Act 1987 relating to the said composite product or products of the Customer or other Goods supplied by the Company in circumstances in which the Goods supplied by the Company were either; Not the defective part of the said composite product, or Were only rendered the defective part or became a defective product by reason of actions or omissions of the Customer, or Were only rendered the defective part or became a defective product by reasons of instructions or warnings given by the Customer or another supplier of the said composite product or products. For the purposes of this condition the word "defective" shall be interpreted in accordance with the definition contained in the Consumer Protection Act 1987.

The Customer hereby acknowledges that it is under a duty to pass on to its Customers (where appropriate) all instructions and warnings supplied to it by the Company with the Goods.

21. WAIVER

No waiver by the Company of any breach or obligation of the Customer pursuant to this Contract shall constitute a waiver of any other prior or subsequent breach or obligation.

22. EXPORT TERMS

Where the Contract is one of export the conditions in or referred to in this clause 22 shall apply.

The rest of the Company's Standard Terms and Conditions of Sale as herein set out shall also apply but only to the extent that they are on inconsistent with the conditions in or referred to in this clause 22.

In these terms "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 the Contract but if there is any conflict between the provisions of Incoterms and these conditions the latter shall prevail.

Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 22 shall (subject to any special terms agreed in writing between the Company and the Customer) apply notwithstanding any other provision of these conditions.

Unless otherwise agreed in writing by the Company and the Customer the Goods shall be delivered ex works. The Customer shall be responsible for arranging for testing and inspection of the Goods at the Company's premises before shipment. The Company 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.

Unless otherwise agreed by the Company in writing payment of all amounts due to the Company shall be made by irrevocable letter of credit opened by the Customer in favour of the Company and confirmed by a bank approved by the Company. Where the contract is such a Contract as is described in section 26(3) of the Unfair Contracts Act 1977 then notwithstanding the provisions of clause 9 hereof the Company shall not be liable in respect of claims arising by reason of death or personal injury whether or not it has failed to exercise reasonable care in the manufacture, erection and/or supply of the Goods.

23. GENERAL

The Contract is personal to the Customer. The Customer shall not assign, transfer or charge its rights and responsibilities under this Contract or any of them, without prior written consent of the Company.

The provisions of the Conditions are severable and distinct from one another, and if at any time any of the provisions is or becomes invalid, illegal or unenforceable, the validity, legality or unenforceability of the other provisions shall not in any way be affected or impaired. The Conditions and the Contract shall not constitute and shall not be deemed to constitute a partnership between the Company and the Customer and the Customer shall not act nor purport to act as agent for the Company but solely as an independent contractor.

All notices under this Contract shall be in writing and may be served by post or facsimile transmission addressed to the other party at the address given in this Contract or at such other address as a party shall from time to time by notice in writing give to the other party for the purpose of service of notices under this Contract and every such notice shall be deemed to have been served by post at the expiration of 48 hours after despatch of the same or if sent by facsimile transmission on ten hours local time on the next normal Business Day of the recipient following despatch and in proving service it shall be sufficient to show in the case of a letter that the same was duly addressed prepaid and posted in the manner provided and in the case of a facsimile transmission a transmission report that it was transmitted to the correct telephone number.

Saturdays, Sundays and Bank Holidays shall not in any event be treated as days on which service is effected, and service shall be deemed to take place on the next normal Business Day of the recipient.

This contract shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

24. THIRD PARTY RIGHTS

For the avoidance of doubt nothing in these Conditions shall confer on any third party any benefit or the right to enforce any provision of these Condition.