

CURA TECHNICAL LTD

GOODS & BASIC SERVICE SALE TERMS & CONDITIONS

1 INTERPRETATION

In these Conditions:

"Buyer"	means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller
"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 or as set out in the Seller's acceptance and/or confirmation of the Buyer's order set out by the Seller
"Services"	means the services (including any instalment of the services or any parts for them) which the Seller is to supply or provide in accordance with these Conditions or as set out in the Seller's acceptance and/or confirmation of the Buyer's order set out by the Seller
"Seller"	means CURA TECHNICAL LIMITED registered in England under (company number 2853954) and whose registered office is at Cura House, 3 Radford Way, Billericay, Essex, CM12 0DX.
"Conditions"	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) include any special terms and conditions agreed in writing between the Buyer and the Seller
"Contract"	means the contract for the purchase and sale of the Goods or the provision of Services (as appropriate).
"Writing"	includes electrical mail, facsimile transmission and any comparable means of communication

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.

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

2 BASIS OF THE SALE

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods & or Services which are subject to a written Purchase Order from the Buyer and accepted in writing by the Seller, subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions contained or referred to in any documentation submitted by the Buyer, or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing.
- 2.2 No variation to these Conditions shall be binding, unless agreed in writing between the authorised representatives of the Buyer and the Seller.
- 2.3 The Seller's employees or agents are not authorised to make any representations concerning the goods & or service, 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.
- 2.4 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 Goods & or Services 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.

- 2.5 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.

3 ORDERS AND SPECIFICATIONS

- 3.1 No Purchase 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.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Purchase Order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods & or Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of and any specification for the Goods & or Services shall be those set out in the Buyer's Purchase Order (if accepted by the Seller).
- 3.4 In the event that any process is to be applied to the Goods & or Services (without prejudice to any kind of special packaging) 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.
- 3.5 The Seller reserves the right to make any changes in the specification of the Goods & or Services which are required to conform to any applicable UK or EU statutory or regulatory requirements or where the Goods & or Services are to be supplied to the Seller's specification which do not materially affect their quality or performance.
- 3.6 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.
- 3.7 Unless agreed in writing by the Seller, all drawings, designs, specifications and particulars submitted by the Seller are approximate and only for information purposes so the Buyer cannot rely on the accuracy of the same.
- 3.8 All intellectual property rights and, without prejudice to the generality of the foregoing to include copyright, design right, patents, trade marks and know-how, whether registered or not, in drawing designs, specifications, samples, tools and the Goods &/or Services remain the absolute property of the Seller and the Buyer hereby assigns to the Seller any said intellectual property rights in the Goods &/or Services or the designs for those Goods &/or Services which arise as a result of the performance of this Contract and the Seller's ownership shall not be affected by any contribution and/or payment towards the costs of the samples and/or tools by the Buyer whether in full or in part.

4 PRICE OF THE GOODS & OR SERVICES

- 4.1 The price of the Goods &/or Services shall be the Seller's quoted price provided it is still current. All prices quoted are valid for 30 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.
- 4.2 All Seller's invoices shall be paid by the date specified on the individual invoice or, in the absence of such specific date, within 30 days of the invoice date. However, in the event that a) the Buyer requires a bespoke design or process or b) the services are to be delivered over a period of time or in phases, then this is to be paid for by the Buyer

to the Seller in stage payments as follows: 30% upon placing the order, 40% upon submission by the Seller of the sample and finally, 30% on approval of the sample.

4.3 The Seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the Goods & or Services 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 Goods & or Services which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.4 Except as otherwise stated under the terms of any quotation 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 Goods & or Services otherwise than at the Seller's premises the Buyer shall be liable to pay the Seller's charges for transport packaging and insurance. The Seller reserves the right in such circumstances as it may from time to time decide to waive the cost of transport or packaging on an order per order basis and any such waiver does not create a course of dealing.

4.5 The price is exclusive of any applicable value added tax, export or import duties which the Buyer shall be additionally liable to pay to the Seller.

4.6 The Seller reserves the right to invoice and also require payment of the price and quote for orders in Pounds Sterling, Euros or such other currency as it may, from time to time, decide.

4.7 The Buyer shall meet the cost of any special packaging or bespoke programme which it may request or which may be necessitated by delivery by any means other than the Seller's normal means of delivery. The Buyer shall, unless otherwise agreed, be solely responsible for the disposal of all packaging in accordance with all regulations, whether statutory or otherwise, relating to protection over the environment.

5 TERMS OF PAYMENT

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 Goods &/or Services on or at any time after delivery of the Goods &/or Services, unless the Goods & or Services are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods & or Services, in which 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 &/or Services are ready for collection, or (as the case may be) the Seller has tendered delivery of the Goods & or Services.

5.2 The Buyer shall pay the price of the Goods &/or Services within thirty days of the end of the month of the Seller's invoice and the Seller shall be entitled to recover the price notwithstanding that delivery may not have taken place and the property in the Goods & or Services 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.

5.3 If, in the Seller's opinion, the Buyer's creditworthiness deteriorates before delivery of the Goods & or Services, the Seller may require full or partial payment of the price prior to delivery or the provision of security by the Buyer in a form acceptable to the Seller.

5.4 Notwithstanding the terms of clause 4.2, the Seller can in its absolute discretion from time to time require full or partial payment of the price of the Goods & or Services prior to delivery.

5.5 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:

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

5.5.2 appropriate any payment made by the Buyer to such of the Goods & or Services (or the goods & services 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

5.5.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid at the rate of 3% per cent per annum above National Westminster Bank Plc 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 purposes of calculating interest).

6 DELIVERY

6.1 Delivery of the Goods & or Services shall be made by the Buyer collecting the Goods & or Services at the Seller's premises at any time after the Seller has notified the Buyer that the Goods & Services are ready for collection, or if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods & or Services to that place, and where delivery is made by a third party or any associated or connected company or subsidiary or holding company, then by the Seller handing to the Buyer a delivery order, warrant or other authority for release of the Goods & or Services by the third party, where the Seller agrees to deliver the Goods & or Services, otherwise than at the Seller's premises, the Seller shall be under no obligation under section 32(2) of the Sale of Goods & or Services Act 1979, nor shall the Seller be bound to give the Buyer notice specified in section 32(3) of the Sale of Goods & or Services Act 1979.

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

6.3 The Seller has the right at any time to assign or sub-contract all or any of its obligations for the sale of the Goods & or Services to any other associated or connected company or subsidiary or holding company as it may from time to time decide without giving notice of the same to the Buyer.

6.4 Where the Goods & or Services 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.

6.5 If the Seller fails to deliver the Goods & or Services 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 Goods & or Services subject always to the limitations set out in clause 8 hereof.

6.6 If the Buyer fails to take delivery of the Goods & or Services or 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:

6.6.1 store the Goods & or Services until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.6.2 sell the Goods & or Services 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 provided the price has been paid in cleared funds in full or charge the Buyer for any shortfall below the price under the Contract.

7 RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods & or Services shall pass to the Buyer:

7.1.1 in the case of Goods & or Services to be delivered at the Seller's premises at the time when the Seller notifies the Buyer that the Goods & or Services are available for collection; or

7.1.2 in the case of Goods & or Services 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 Goods & or Services the time when the Seller has tendered delivery of the Goods & or Services.

7.2 Notwithstanding delivery and the passing of risk in the Goods & or Services or any other provision of these Conditions, the property in the Goods & or Services shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods & or Services and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods & or Services passes to the Buyer, the Buyer shall hold the Goods & or Services as the Seller's fiduciary agent and bailee and shall keep the Goods & or Services separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property but shall be entitled to resell or use the Goods & or Services in the ordinary course of its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods & or Services, 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.

7.4 The Buyer agrees with the Seller that the Buyer shall immediately notify the Seller of any matter from time to time affecting the Seller's title to the Goods & or Services and the Buyer shall provide the Seller with any information relating to the Goods & or Services as the Seller may require from time to time.

7.5 Until such time as the property in the Goods & or Services passes to the Buyer (and provided the Goods & or Services 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 Goods & or Services 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 Goods & or Services are stored and repossess the Goods & or Services.

7.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods & or Services 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.

7.7 The Buyer herein irrevocably appoints the Seller and its servants as its duly authorised agent for the purpose of entering upon any premises where the Goods & or Services are stored for the purpose of examination and/or recovery of the same at any time without notice.

8 WARRANTIES AND LIABILITY

8.1 Subject to the conditions set out below, the Seller warrants that the Goods & or Services will correspond with their specification at the time of delivery.

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

8.2.1 the Seller shall be under no liability whatsoever in respect of any defect in the Goods & or Services arising more than five days from the date of delivery of the Goods & or Services;

8.2.2 the Seller shall be under no liability in respect of any defect in the Goods & or Services arising from any drawing design or specification supplied by the Buyer;

8.2.3 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 & or Services without the Seller's approval;

8.2.4 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 & or Services has not been paid in cleared funds by the due date for payment; and

8.2.5 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.

8.3 Subject as expressly provided in these conditions and except where the Goods & or Services are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.4 Where the Goods & or Services are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976), the statutory rights of the Buyer are not affected by these Conditions.

8.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods & or Services or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within five days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods & or Services and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods & or Services had been delivered in accordance with the Contract.

8.6 Where any valid claim in respect of any of the Goods & or Services which is based on any defect in the quality or condition of the Goods & or Services or their failure to meet a specification is notified to the Seller, in accordance with these Conditions, the Seller shall be entitled to replace the Goods & or Services (or the part in question) free of charge or at the Seller's sole discretion refund to the Buyer the price of the Goods & or Services (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer. However, in no event shall the Buyer be entitled to reject the Goods & or Services on the basis of any defect or failure which is so slight that it would be unreasonable for him to reject them.

8.7 The following provisions set out the Seller's entire liability (including any liability for acts and omissions of its employees' agents and sub-contractors) to the Buyer in respect of:

8.7.1 any breach of its contractual obligations arising under the Contract; and

8.7.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

8.7.3 The Seller shall accept liability to the Buyer for death or injury resulting from its own or that of

- its employees' agents or sub-contractors negligence.
- 8.7.4 The Seller's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the Contract price.
- 8.7.5 Subject to clause 8.7.3, above the Seller shall not be liable to the Buyer in respect of any Event of Default for loss of profit, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Buyer as a result of an action brought by a third party) even if such loss were reasonably foreseeable or the Seller had been advised of the possibility of the Buyer incurring the same.
- 8.7.6 If a number of Events of Default give rise substantially to the same loss, they shall be regarded as giving rise to only one claim under these Conditions.
- 8.7.7 The Buyer hereby agrees to afford the Seller not less than 30 days in which to remedy an Event of Default hereunder.
- 8.7.8 Except in the case of an Event of Default arising under clause 8.7.3 above, the Seller shall have no liability to the Buyer in respect of any Event of Default unless the Buyer shall have served notice of the same upon the Seller within five days of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become aware.
- 8.7.9 Nothing in this clause 8.6 shall confer any right or remedy upon the Seller to which it would not otherwise have been legally entitled.
- 8.7.10 The Seller is not liable for any loss, damage or liability of any kind suffered by any third party directly or indirectly caused by repairs or remedial work carried out without the Seller's prior written approval. The Buyer shall indemnify the Seller against each loss, liability and cost arising out of such claims.
- 8.8 The Seller may from time to time by written agreement agree to extend its liability within this clause 8 to a higher limit of liability, provided insurance can be obtained by the Seller for such higher limit prior to such agreement in writing and provided that the Buyer reimburses the Seller for the cost of the additional insurance prior to such agreement in writing.
- 9 FORCE MAJEURE**
- 9.1 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 & or Services 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:
- 9.1.1 act of God, explosion, flood, tempest, fire or accident;
- 9.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 9.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 9.1.4 import or export regulations or embargoes;
- 9.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 9.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery; or

- 9.1.7 power failure or breakdown in machinery.
- 9.2 If upon the happening of any one of the events set out in clause 9.1, then the Seller may, at its option:
- 9.2.1 suspend deliveries while such event or circumstances continues;
- 9.2.2 apportion available stock to its customer as it decides; and/or
- 9.2.3 terminate any contract so affected with immediate effect by written notice to the Buyer and the Seller shall not be liable for any loss or damage suffered by the Buyer as a result thereof.

10 INDEMNITY

- 10.1 If any claim is made against the Seller (other than a claim made by a third party under clause 3.4 hereof) that the Goods & or Services infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of any drawing or specification supplied by the Seller, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with the claim, or paid or agreed to be paid by the Seller in settlement of the claim.
- 10.2 Any copyright (including, without limitation, any copyright relating to drawings, models and tools and any other equipment), design right or other intellectual property in the Goods & or Services or any such rights related directly or indirectly to their supply under the terms of this Contract (which unless are expressly belonging to the Buyer) shall vest in the Seller and the Buyer agrees that it shall do any acts and execute any documentation required by the Seller to secure the vesting of such rights in the Seller.

11 INSOLVENCY OF BUYER

- 11.1 This clause applies if:
- 11.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 11.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- 11.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
- 11.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

- 11.2 If this clause applies, then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods & or Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12 EXPORT TERMS

- 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.
- 12.2 Where the Goods & or Services are supplied for export from the United Kingdom, the provisions of this clause 12 shall

(subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

applying to a Court of competent jurisdiction for protection from its creditors.

- 12.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods & or Services 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 & or Services shall be delivered FOB (Freight on Board) the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 12.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods & or Services at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods & or Services which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- 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 HSBC Bank Plc, 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 thirty days after sight to the order of the Seller at HSBC Bank Plc in England as may be specified in the bill of exchange.

13 CONFIDENTIAL INFORMATION

- 13.1 Each of the parties hereto undertakes to the other to keep confidential all information (written or oral) (and without prejudice to include all promotional items and samples and such like unless agreed otherwise) concerning the business and affairs of the other that it shall have obtained as a result of the discussions leading up to or the entering into or implication of this Contract or which it may have learned during the term.
- 13.2 Each of the parties hereto undertakes with the other to take all such steps as shall be necessary from time to time to ensure compliance with the provisions of this clause by its employees agents and sub-contractors other companies within the group of companies to which it belongs.

14 LICENCES AND CONSENTS

If a licence or consent of any third party (including without limitation any governmental or other authority) is required in connection with the Buyer's purchase or use of the Goods & or Services the Buyer shall obtain the licence or consent at its own expense and produce evidence of it to the Seller on demand. Failure to obtain any licence or consent does not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by the Seller resulting from such failure shall be paid by the Buyer.

15 TERMINATION

- 15.1 On or at any time after the occurrence of any of the events in clause 15.2, the Seller may stop any Goods & or Services in transit suspend further deliveries to the Buyer exercise its rights under clause 7 and/or terminate the Contract with the Buyer with immediate effect by written notice to the Buyer.
- 15.2 The events are:-
- 15.2.1 the Buyer being in breach of an obligation under the Contract;
 - 15.2.2 the Buyer passing a resolution for its winding up or a court of competent jurisdiction making an order for the Buyer's winding up or dissolution;
 - 15.2.3 the making of an administration order in relation to the Buyer or the appointment of a receiver over or an encumbrancer taking possession of or selling any of the Buyer's assets; and
 - 15.2.4 the Buyer making an arrangement or composition with its creditors generally or

16 GENERAL

- 16.1 Any act required or permitted to be given by either party to the other under these Conditions shall be in writing addressed 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.
- 16.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision
- 16.3 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.
- 16.4 No person whom is not a party to this Contract (including any employee officer agent representative or sub-contractor of either party) shall have the right to enforce any terms of this Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause 16.4.
- 16.5 The Contract shall be governed by the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.