

BIRFORD CABLE & HARNESS LIMITED TERMS AND CONDITIONS OF TRADING

The Buyer's attention is specifically drawn to Conditions 4, 5, 9 & 0.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this Condition apply in these Conditions. business days: any day other than a Saturday, Sunday, or public holiday in the United Kingdom

Buyer: the person, firm or company who purchases the Goods from the Company. Bespoke Goods: any goods which are manufactured or modified whether by the Company for the Buyer to a Specification and are not Catalogue Goods.

Catalogue Goods: goods which are advertised by the Company including without limitation in its price lists brochures or catalogues or on its website from time to time and which goods are supplied by the Company without modification or adaptation.

Company: Birford Cables and Harness Limited (company number 01381950) whose registered office address is 3 Cullwick Street, Wolverhampton WV1 2UL

Conditions: these terms and conditions set out above and below as amended from time to time in accordance with Condition 14.6

Contract: the contract between the Company and the Buyer for the sale and purchase of Goods in accordance with these Conditions.

Contract Price: the invoice price of the Goods the subject of the individual Contract Goods: any goods including Bespoke Goods and/or Catalogue Goods agreed in the Contract to be supplied to the Buyer by the Company.

Minimum Order Amount: the minimum amount of Goods which must be ordered by the Buyer as stated in the Quotation.

Order: the Buyer's order for Goods as set out in its purchase order form or the Buyer's written acceptance of the Company's Quotation.

PPAP Package: the series of documents (whether in electronic or hard copy form or a combination of both) forming the Production Part Approval Process used in the automotive industry and other industries as applicable Quotation: any quotation supplied by the Company to the Buyer in respect of the sale and purchase of Goods.

Specification: Any specification agreed between the Company in writing as amended from including any production processes, and the latest data and drawings.

VAT: value added tax chargeable under English law for the time being and any similar, substituted, or additional tax

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application, or reenactment and includes any subordinate legislation for the time being in force made under it.

1.3 A person includes an actual person, corporate or unincorporated body (whether having a separate legal personality)

1.4 Where the word 'including' or 'include' is used it shall be deemed that the words

'without limitation' shall immediately follow

1.5 Condition headings do not affect the interpretation of these Conditions.

2 APPLICATION OF TERM

2.1 These Conditions and terms stated in the Quotation which are deemed incorporated into the Contract apply to the exclusion of all other terms and conditions which the Buyer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

2.2 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 Company which is not set out in the Contract.

2.3 Each Order for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions and any terms specified in the Quotation. The Buyer shall be responsible for ensuring that the terms of the Order and any Specification are complete and accurate.

2.4 Where a Quotation relates to a proposed contract for the supply of Bespoke Goods the Company will within a reasonable period following receipt of an Order from the Buyer (and payment of the cost of producing samples and if applicable a PPAP) produce samples of Goods and a PPAP. The Buyer shall be responsible for approving the Specification and the sample(s) of Goods and such approval shall be deemed to be confirmation by the Buyer that the sample(s) corresponds with the (then) Specification (and where there has been any amendment to any part of the Specification that the Buyer accepts and approves those amendments). The Buyer shall be responsible for approving the PPAP Package and such approval shall be deemed to be confirmation by the Buyer that the PPAP Package is complete, accurate and complies with all relevant legislation, regulations and trade and commercial practice.

2.4 The Company reserves the right to charge the Buyer for any Goods or PPAP Package or samples in addition to those referred to in Condition 2.4.

2.5 The Contract shall come into existence only on written acceptance of an Order by the Company.

2.6 A Quotation shall not constitute an offer to the Buyer and is given on the basis that no Contract shall come into existence except in accordance with Condition 2.6. A Quotation is valid only for the period stated therein, provided that the Company has not previously withdrawn it but the price may be increased in accordance with Condition 7.3.

2.7 Once an Order is accepted by the Company it can only be cancelled with the consent of the Company and on terms that the Buyer shall fully indemnify the Company against costs incurred for material, expended direct labour and bespoke tooling.

3 DESCRIPTION

3.1 The quantity (subject to the provisions of Condition 5.8) and description of the Goods shall be as set out in the Company's Quotation or acceptance of Order.

3.2 In respect of Catalogue Goods any samples, drawings, descriptive matter, specifications or produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

3.3 The Company reserves the right to amend any Specification or any item specified in Condition

3.2 if required by any applicable statutory or regulatory requirements.

3.4 To the extent that the Goods are to be manufactured or any process applied to them in accordance with a Specification wholly or partly supplied by the Buyer the Buyer shall indemnify and keep indemnified the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification and supply of the Goods. This Condition 3.4 shall survive termination of the Contract.

4 ADVICE

4.1 For the purpose of this Condition 4.

4.1.1 "Authorised Officer" shall be a director of the Company who has signed the Quotation or Advice.

4.1.2 "Advice" means advice about the Goods given by the Company or its employees.

4.1.3 "Confirmed Advice" means Advice confirmed in writing by an Authorised Officer

4.2 Any Advice is followed or acted on entirely at the Buyer's own risk.

4.3 Subject to Condition 10.2 the Company excludes all and any liability howsoever arising from the Buyer following or acting on any Advice or recommendation nor does the Company guarantee or warrant any such unconfirmed Advice.

4.4 In respect of any Confirmed Advice the Company warrants that the Authorised Officer has used reasonable skill in giving the Confirmed Advice to a standard which conforms to generally accepted industry standards.

4.5 Save as set out in Condition 4.4, the Company does not warrant any Confirmed Advice or that any result or objective, whether stated in the Confirmed Advice or not shall be achieved or attained by following or acting on any Confirmed Advice.

4.6 Where the Buyer requires Advice, it is strongly advised to either obtain independent advice and/or make a request in writing to the Company for Confirmed Advice to be given, PROVIDED ALWAYS that the Company shall be entitled to adjust the Contract price to consider any Confirmed Advice to be given to the Buyer. For the avoidance of doubt any Contract price quoted or agreed upon prior to the Company providing Confirmed Advice is quoted or agreed on the basis that no Confirmed Advice is required by the Buyer.

5 DELIVERY

5.1 Delivery of the Goods shall be made by either (i) the Buyer collecting the Goods from the Company's premises at any time after the Company has notified the Buyer that the Goods are ready for collection or (ii) if different the Company delivering or arranging delivery of the Goods to the location specified by the Buyer and agreed by the Company ("Delivery Location").

5.2 Any dates specified for delivery are approximate only and time for delivery is not of the essence. The Company may deliver or make available for delivery Good in advance of any specified delivery date following reasonable notice.

5.3 Delivery of the Goods shall be completed on the Goods' arrival and unloading at the Delivery

Location if delivery occurs in accordance with Condition 5.1 ii) or on the completion of loading of the Goods at the Delivery Location if delivery takes place in accordance with the provisions of Condition 5.1 (i).

5.4. If the Buyer fails to take or accept delivery of the Goods within three Business Days of the Company notifying the Buyer that the Goods are ready or attempting to make delivery as the case may be, then except where such failure is caused by a Force Majeure Event (as defined in Condition 13) or the Company's failure to comply with its obligations under the Contract then delivery of the Goods shall be deemed to have been completed at 9am on the third Business Day after the day on which the Company notified the Buyer that the Goods were ready for delivery or collection and the Company shall store such Goods until delivery takes place, and charge the Buyer for all related costs and expenses, including storage and insurance.

5.5. If ten Business Days after the date on

which the Goods were ready for delivery or collection, the Buyer has not taken or accepted delivery of them, the Company may resell or otherwise dispose of part or all the Goods and after deducting reasonable storage and selling costs and management time, charge the Buyer for any shortfall below the price of the Goods or if the Buyer has already paid for the Goods account to the Buyer for any excess over the price of the Goods. In the case of Bespoke Goods, the Buyer accepts that the Company may be unable to resell them and the Company shall not be under any obligation to do so.

5.6 The Buyer shall at its own expense provide at the Delivery Location adequate and appropriate equipment and manual labour for loading or unloading the Goods as the case may be.

5.7 If the Company delivers to the Buyer a

quantity of Goods of up to 5% more or less than the quantity ordered, the Buyer shall not be entitled to object to or reject the Goods and shall pay for such goods at the pro rata Contract rate.

5.8 The Company may deliver the Goods by instalments (and those instalments may differ from any delivery schedule specified in or attached to the Quotation or the Order). Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

5.9 Each instalment shall be a separate Contract.

5.10 The Company shall not be liable for any delay in delivery or failure to deliver some or all the Goods arising from: (i) any delay by the Buyer in supplying the Company with any free issue parts or components, tooling, packaging, or anything else required or specified as to be supplied by the Buyer under the Contract; and or (ii) any changes in the Specification required, requested, or agreed to by the Buyer; and or (iii) the Buyer amending the delivery schedule, any delivery date or dates, delivery location or delivery details; and or

(iv) any amendment to the quantity of Goods requested by the Buyer; and or (v) the Buyer failing to provide the Company with adequate delivery instructions or other instructions or equipment and manual labour relevant to the delivery of the Goods; and or

(vi) any Force Majeure Event.

5.11 The Company shall not be liable for any partial or non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the partial or non-delivery within 14 consecutive days of the date when the non-delivered Goods would in the ordinary course of events have been delivered at the Delivery Location.

5.12 Other than where Condition 5.7 applies, if the Company fails to deliver some or all of the Goods for any reason (other than as referred to in Condition 5.10 in which case the Company shall have no liability), and the Company is accordingly liable to the Buyer, the Company's liability shall be limited to the reasonably and properly incurred costs and expenses incurred by the Buyer in obtaining replacement goods of similar quality and description in the cheapest market available less the price of the Goods.

6 RISK/TITLE

6.1 Risk in the Goods shall pass to the Buyer on delivery unless the provisions of Condition 5.5 apply.

6.2 Title to the Goods shall not pass to the Buyer until the Company has received payment in full (in cash or cleared funds) for the Goods.

6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall: (a) hold the Goods on a fiduciary basis as the Company's bailee, and (b) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Company's property; (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) inform the Company immediately if the Buyer is or is about to be subject to any event listed

in Condition 11.1 (d) to (n) inclusive; (e) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company;

(f) give the Company such information as it may require from time to time regarding the Goods. Until title in the Goods passes to the Buyer the Company may at any time require the Buyer to deliver up the Goods immediately to the Company.

6.4 The Buyer may resell or use the Goods before title has passed to it in the ordinary course of its business only.

6.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events set out in Condition 11.1 (a)-(n) inclusive or the Company reasonably believes that any such event is "about to happen and notifies the Buyer, or the Buyer encumbers or charges the Goods in any way, then, provided the Goods have not been resold, or irrevocably incorporated into another product and without limiting any other right or remedy the Company may have, the Company may require the Buyer to deliver up the Goods and if the Buyer fails to do so promptly, the Company shall have the right to enter any premises of the Buyer or any third party where the Goods are or may be stored in order to recover them.

6.6 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

6.7 On any termination of the Contract, the Company's rights contained in this Condition 6 shall remain in full effect.

7 PRICE

7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's catalogue or if Bespoke Goods as set out in the Quotation subject to any amendment or variation arising under or in accordance with Condition 7.3.

7.2 The price for the Goods shall be exclusive of those costs referred to in Condition 8.1 (i) to (iv) inclusive.

7.3 On receipt of the Customer order the Company has 7 days to advise of any price change request due to Customer specified material. The Customer then has 14 calendar days in which to acknowledge the change and issue a corrected Purchase Order. If no acknowledgement from the customer is forthcoming on the 15th day the order will be deemed cancelled without loss or consequence to either party.

7.4 The Buyer agrees and acknowledges that the price for the Goods is based upon the

limitations of liability set out in Conditions 4, 5 and 10 and upon the limited warranties given in Condition 9.

7.5 Where a Minimum Order Amount is specified in the Quotation the Buyer shall be liable to reimburse the Company in full in respect of any tooling costs incurred by the Company if the Buyer fails to place Orders which are equal to or more than the Minimum Order Amount within the time specified for doing so in the Quotation.

8 PAYMENT

8.1 Subject to Condition 8.4, and unless otherwise agreed by the Company in writing payment for the price of the Goods plus (i) any charges made by the Company to the Buyer in respect of any tooling required for the Contract or any part of it; and (ii) costs or charges in relation to packaging, loading, unloading, carriage and insurance; and (iii) VAT and any other relevant or similar tax or taxes or duties due in respect of the supply of the Goods; and

(iv) the costs of producing samples and or PPAP and or carrying out any testing or providing any additional items requested by the Buyer or any other charges which are specified in the Quotation; is due in cleared pounds sterling (or agreed currency) on the: (a) last working day of the month immediately following the month in which the Goods are delivered or deemed to be delivered ('30 day accounts'); or (b) last working day of the second month immediately following the month in which the Goods are delivered or deemed to be delivered ('60 day accounts'); or (c) the day on which the Goods are delivered or deemed to be delivered; or (d) the date of the Order.

8.2 The Company shall notify the Buyer which of the payment terms set out in Conditions

8.1 (a) to (d) inclusive shall apply and in the absence of notification Condition 9.1 (d) shall be deemed to apply; and the Company reserves the right at any time to notify the Buyer that it has changed which of the payment terms set out in Condition 8.1 apply to it and in the case of any Goods which the Buyer requires the Company to export, Condition 8.1 (d) shall apply, and in all instances time for payment shall be of the essence.

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

8.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

8.5 Except with the Company's written consent or as required by law the Buyer shall make all payments due under the Contract in full without any deductions, set-off, counterclaim, discount, abatement or otherwise

8.6 If the Buyer fails to pay the Company any sum due pursuant to the Contract:

8.6.1. If the Buyer shall be liable to pay interest to the Company on such sum from the due

date for payment at the annual rate of 4% above Barclays Bank base rate from time to time, accruing daily until payments made, whether before or after any judgment but the Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998: and

8.6.2 the Buyer shall, without prejudice to any other costs and expenses to which the Company may be entitled, incur an administrative charge of £75 plus VAT if the Company is required to instruct a third party in respect of the recovery of an such sum plus the Buyer shall be responsible for the costs and expenses of such third party and in addition any court fees which the Company incurs in pursuing payment of any sum due under the Contract; and

8.6.3 the Company shall be entitled to suspend or cancel all future deliveries of Goods to the Buyer.

8.7 If any variation is agreed between the Company and the Buyer regarding payment terms, which results in credit terms being extended to the Buyer, any such variation will cease and the amount of any debt owed will be payable immediately on the occurrence of any of the matters set out in Condition 11.1 (a) to (o) inclusive.

8.8 Without prejudice to any other right or remedy of the Company a payment by the Buyer by cheque which results in a cheque being referred to the drawer for whatever reason, will incur an administrative charge of £50 plus VAT per cheques referred payable the Buyer.

8.9 The Company may apply all or any part of any sum owing by the Company, its subsidiaries, or associates to the Buyer in relation to any matter whatsoever in or towards payment of any sum owing to the Company hereunder. For this purpose, references to the Company or the Buyer include any company which is a holding company, subsidiary or associate of the Company or the Buyer respectively.

8.10 The Company may appropriate any payment made by the Buyer to the Company against amounts that are owed by the Buyer to the Company for the longest period not withstanding any prior appropriation of that any purpose other than that for which payment by the Buyer.

9. QUALITY

9.1 The warranty in Condition 9.1 does not extend to any Goods or parts/components of any Goods not manufactured by the Company in respect of which the Buyer shall only be entitled to the benefit of any guarantee or warranty given by the manufacture of the Company.

9.2 The Company warrants (subject always negligence where such willful damage or to the other

provisions of these Conditions) that the Goods shall on delivery, and for a period of 12 months from the date delivery (i) be reasonably fit for any particular purpose for which the Goods are held out by the Company; (ii) shall conform in material respects with their full description if Catalogue Goods or with the Specification or agreed sample if the Goods are Bespoke Goods; (iii) be free from material defects in material workmanship.

9.3 Subject always to Condition 9.4 the Company shall not be liable for a breach of any of the warranties in Condition 9.2 and the Buyer shall not be entitled to reject the Goods unless:

(a) the Buyer gives written notice of any the Company so requests, the Buyer defect in the Goods to the Company within 14 days of the date of delivery or where the defect was not apparent on reasonable inspection within a reasonable period after the Buyer discovers any defect or ought reasonable to have done so and; (b) the Company is given a reasonable opportunity of examining such Goods and the Buyer (if asked by the Company) returns such Goods to the Company 's place of business for the examination to take place there PROVIDED THAT the Company shall be responsible only for the reasonably and properly incurred transportation costs between the Delivery Location and the Company's premises or at the Company's option, an address nominated by the Company. The Buyer shall be responsible for the transportation costs of the Goods to the Company's premises or address notified by the Company if the Goods are not at the Delivery Location or if the Delivery Location is outside the UK.

9.4 Notwithstanding Condition 9.3 the Company shall not be liable for a breach of any of the warranties in Condition 9.2 or otherwise under the Contract if:

(a) the goods were damaged in the course of transit by a carrier, or (b) the Buyer makes any further use of such Goods after giving notice under Condition 9.3 (a) or (c) the defect or default arises because or in consequence of the Buyer (or its employees, agents, sub-contractors or customer) having failed to follow the Company's oral or written instructions as to the storage, installation, fitting, commissioning, use of maintenance of the Goods or (if there are no oral or written instructions) good trade or commercial or industry practice regarding the same or the Goods are damaged or the defect arises due to improper or negligent fitting, installation, maintenance, storage or use of the Goods (or any part of them) by the Buyer or its employees, agents, sub-contractors or customer; or (d) the Buyer carries out, repairs or alterations itself (without the Company's prior written consent) or brings about changes in the nature, composition or packaging of the Goods delivered, or has these carried out or brought about by third parties, or if the Goods delivered are used improperly or for any purpose other than that for which they are meant or made known to the Company or if the defect of the Goods can be ascribed to another party in any way; (e) the defect arises from the result of the Company following in material respects any drawing, design or any part of the Specification supplied by the Buyer, or (f) the defect arises as a result of fair wear and tear or willful damage or negligence where such willful damage or negligence is not that of the Company's or (g) the Goods differ from their description (in the case of Catalogue Goods) or their Specification in the case of Bespoke Goods in either

case as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; (h) the Goods are not paid for by the due date

9.5 Subject always to Conditions 9.3 and 9.4 if any of the Goods do not conform with any of the warranties in Condition 9.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests the Buyer shall return the Goods or the part of such Goods which is defective to the Company (and Condition 9.3(b) shall apply as to costs of returning them).

9.6 If the company complies with Condition 9.5 it shall have no further liability for a breach of any of the warranties in Condition 9.2 in respect of such Goods.

9.7 Any Goods replaced shall belong to the Company and these Conditions shall apply to any repaired or replacement Goods which shall be guaranteed for the unexpired portion of the 12-month period referred to in Condition 9.2

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

10.1 All warranties, conditions, and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) including any implied by legislation or custom in the Country in which the Goods are manufactured and which are, to the fullest extent permitted by law, excluded from the Contract.

10.2 Nothing in these Conditions excludes or limits any liability that cannot be excluded or limited by law.

10.3 Subject to Conditions 10.1 and 10.2 notice and any other Conditions which limit or exclude liability; 10.3.1 The Company 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 any indirect consequential loss arising under Contract; and 10.3.2 the Company's total liability to the

Buyer in respect of all other losses arising under or in connection with the Contract, defect arises in contract, tort (including negligence) breach of statutory duty or otherwise shall in no circumstances the Contract Price

11. TERMINATION

11.1 The Company may terminate the Contract without liability to the Buyer immediately by giving notice to the Buyer if: (a) the Buyer fails to pay any amount due under the Contract (as varied) on the due date for payment and remains in default for more than 7 days, or (b) the Buyer commits a breach of an term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days; or (c) the Buyer repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement or d) 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 or his debts or is deemed unable to pay its or his debts or as having no reasonable prospect of doing so as within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or (e) 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; or (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up or bankruptcy (as the case may be) of the Buyer; or (g) 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

(h) a floating charge holder over the assets of the Buyer has become entitled to appoint or has appointed an administrative receiver; or

(i) a person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Buyer, (j) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution or other such like process is levied or enforced on or sued against, the whole or any part of the Buyer's assets and such attachment or process is not discharged within 14 days; or (k) 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 events mentioned in Condition 11.1 (d) to Condition 11.1 (k) (inclusive) or (l) the Buyer suspends or ceases to carry on all or a substantial part of his or its business; or (m) the Buyer, being an individual, dies; or (n) there is a change of control of the Buyer.

11.2 In the event of terminal on in accordance with Condition 11.1 the Buyer shall indemnify the Company against all loss (including profits) costs (including labour, materials, and tooling costs) and all other expenses (including legal and professional fees) reasonably incurred by the Company in connection with the Contract and its termination.

12. ASSIGNMENT

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

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

13. 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 dispute (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 or adverse weather conditions or default of suppliers or subcontractors or inability to obtain supplies of adequate or suitable materials.

13.2 A Force Majeure Event shall not excuse any failure of the Buyer to pay the Company any sums due under the Contract by the due date.

14. GENERAL

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

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

14.3 Failure or delay by a party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract or in law. Any waiver by a party of any breach of, or any default under, any provision of the Contract by the other party shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

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

14.5 The terms of this Contract shall be governed by English Law and the parties to it accept the exclusive jurisdiction of the English courts

14.6 The Company shall be entitled to vary its Conditions at any time by giving the Buyer, 14 days prior written notice. Any variation to the Conditions or to the terms of the Contract including the introduction of any additional terms, shall only be binding when agreed in writing and signed by the Company.

15. COMMUNICATIONS

15.1 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 other address as that party may have specified to the other party in writing in accordance with this Condition and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.

15.2 A notice or other communication shall be deemed to have been received: if delivered personally when left at the address referred to in Condition 15.1; if sent by prepaid first class post or recorded delivery, at 9.00am 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 e-mail, one business day after transmission. The provisions of this Condition 15 shall not apply to the service of any proceedings or other documents in any legal action.

16. ADDITIONAL SPECIAL TERMS AND CONDITIONS

Where any conflict exists between these Conditions and any Additional Special

Terms and Conditions which apply the latter shall prevail.

ADDITIONAL SPECIAL TERMS AND CONDITIONS EXPORT GOODS

Where the Buyer's usual place of business is outside the United Kingdom and/or the Goods are to be exported or delivered outside of the United Kingdom the following additional special terms

and conditions shall apply:

(i) Sections 32(2) and 32(3) of the Sale of Goods Act 1979 shall not apply. (ii) The international rules for the interpretation of trade terms of the International Chamber of Commerce (Incoterms) shall apply unless stated otherwise in the Quotation provided always that to the extent of any inconsistency between the Incoterms and these Conditions then the latter shall prevail.

(iii) The Company shall have no liability in respect of and the Buyer warrants to the Company the Buyer's compliance with all local laws and regulations applicable to the Goods in any territory or jurisdiction to which the Goods are to be exported concerning design, manufacture, construction, composition, packaging, labelling and safety. (iv). Except where the Company agrees in writing to the contrary, the Buyer and not the Company shall be responsible for obtaining all and any licenses, registrations, permits or approvals necessary or advisable for the exportation and or importation and use of the Goods in any territory or jurisdiction to which they are to be exported or delivered or used.

BESPOKE GOODS

In the case of Bespoke Goods the following additional special terms and conditions shall apply: (i) the Company's obligation is limited to manufacturing or modifying or procuring the manufacture or modification of such Goods within the specifications, drawings or requirements provided by the Buyer (except where in consultation with the Buyer the Company has varied the same), and to the use of individual components and processes of satisfactory quality; (ii) subject to Conditions 10.1 and 10.2 the Company excludes all liability for all and any damage or loss including loss of profits whether direct or indirect or any consequential or indirect loss whether arising in contract, tort (including negligence), breach of statutory duty or otherwise which may arise from any use to which the Buyer puts the Bespoke Goods which is not made known to the Company prior to formation of the Contract and in particular the said Goods are not guaranteed or warranted to be fit for any particular purpose not made known to the Company prior to formation of the Contract.