

## DAMAGE IN TRANSIT

All Goods should be inspected thoroughly at the time of delivery and the recipient of the Goods must not sign the delivery note or any shipping documents unless they are completely satisfied that no damage has occurred during shipment. No claims for damage will be considered when damage is reported after the Goods have been signed for as good.

Should you find or suspect that the consignment is damaged then you should refuse the delivery and contact your supplier or our offices directly for further instructions.

Delivery notes or shipping documents signed as 'UNEXAMINED', 'UNCHECKED', 'NOT CHECKED' or signed similarly, will not be accepted and the recipient accepts full responsibility for damages should they sign the delivery note or shipping documents in such a way.

## 1. INTERPRETATION

### 1.1 In these Conditions:

"Seller" means CECCATO UK, whose registered office is at, Unit 5 Westway 21, Chesford Grange, Woolston, Warrington, England, WA1 4SZ and registered under number 00164206.

"Buyer" means the person, firm or company with whom or with which the Seller contracts.

"Goods" means the goods (including any instalment of the goods or any parts for them) to be supplied by the Seller in accordance with the Conditions.

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

"Contract" means the contract made or to be made between the Seller and the Buyer for the sale and purchase of Goods which shall be subject to these Conditions.

"Warranty Handbook" means the Seller's warranty handbook which is available to the Buyer on request.

"Writing/written" includes facsimile transmission and email and comparable means of communication.

## 2. BASIS OF THE SALE

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written/verbal quotation of the Seller which is accepted by the Buyer, or any order of the Buyer which, unless otherwise expressly agreed by the Seller, is submitted in writing and accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

- 2.2 No variation cancellation or waiver of these Conditions shall be binding unless agreed in writing and signed by the authorised representatives of the Buyer and the Seller. Requests for a variation of these Conditions must be made in writing.
- 2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract, the Buyer acknowledges and warrants that it has not relied upon any representation made by the Seller, its employees, or agents or upon any descriptive or technical specifications, drawings, catalogues, illustrations, or particulars (including, without limitation, as to weight or dimensions) and waives any claim for breach of, any such representations which are not confirmed by the Seller in writing.
- 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 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.
- 2.6 The Buyer shall be deemed to have expressly represented and warranted immediately prior to the Contract being made that the Buyer is not insolvent and not committed or been subject to any act of insolvency and the Seller would not have entered into the Contract but for this representation and warranty.
- 2.7 The Seller reserves the right to impose a handling charge corresponding to 20% of the sales value on any Goods returned without the Seller's prior consent.

### 3. ORDERS AND SPECIFICATIONS

- 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative or unless and until confirmed in writing by the Seller's authorised representative or until the Seller dispatches the Goods for delivery.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a reasonable time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3 If any information supplied by the Buyer is incorrect or it transpires that there is any error and/or omission in the Buyer's instructions (including, without limitation, any change to the required specifications for any Goods ordered) the Seller shall be entitled to discharge the Contract as concluded and/or take into account such errors and/or omissions (including, without limitation, by varying the price to take account of such matters).

- 3.4 The quantity, quality, and description of and any specification for the Goods shall be those set out in the Seller's quotation unless otherwise agreed by the Seller in writing.
- 3.5 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all losses, damages, costs (including, without limitation, legal costs) and expenses awarded against or incurred by the Seller in connection with any claim for infringement of any patent, copyright, design, trade mark or any other industrial or intellectual property right of any other person which results from the Seller's use of the Buyer's specification or acting on the Buyer's instruction.
- 3.6 The Seller reserves the right but shall not be obliged to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance without prior notice at the Seller's absolute discretion.
- 3.7 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the authorised representative of the Seller and on condition 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. This shall include a 20% cancellation charge unless the Goods are returned in accordance with clauses 9.5 and 9.6.
- 3.8 The Buyer covenants that the Goods will (whether by the Buyer or by any third party) be properly used or dealt with (including without limitation in any machining or processing) and in particular and without prejudice to the generality of the foregoing only in a manner and for purposes for which they are sufficient and suitable and in accordance with all safety recommendations and that it will pass on to its buyers and prove that its buyers are under an obligation to procure that any third party has a copy of any instructions relating to the Goods.

#### 4. PRICE OF THE GOODS

- 4.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. All prices quoted published price list current at the date of acceptance of the order. All prices quoted are valid for thirty days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without notice.
- 4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods in response to any increase in the Seller's costs due to any factor beyond the reasonable control of the Seller including, without limitation, any foreign exchange fluctuations, currency regulations, alteration of export duties, special taxes or charges imposed by any government, alteration of duties, significant increases (in excess of 3%) in the costs of labour, materials or other costs of manufacture, increased transport costs (if carriage is included in the quoted price) any

change in delivery dates, quantities, designs and/or specifications for the Goods requested by the Buyer, or any delay caused by the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

- 4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging, and insurance.
- 4.4 Unless otherwise specified in writing, prices quoted do not include Value Added Tax which will be added at the prevailing rate and shall be payable by the Buyer.

## 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 on or at any time after despatch of the Goods, unless the Goods are to be collected by the Buyer 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 are ready for collection.
- 5.2 The Buyer shall pay the price of the Goods as set out in the invoice in pounds sterling (less any discount to which the Buyer is entitled, but without any other deduction or set off) by no later than the 28th day of the month following the month in which delivery is made (unless otherwise agreed by the Seller in writing). The time of payment of the price shall be of the essence of the Contract.
- 5.3 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;
  - 5.3.1 Cancel the Contract and/or suspend any further deliveries to the Buyer;
  - 5.3.2 Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
  - 5.3.3 Charge the Buyer interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment.
  - 5.3.4 Where a dispute arises concerning an invoice, the Buyer shall provide promptly all such relevant information as the Seller may reasonably require in order to investigate the dispute with a view to resolving the same.

## 6. DELIVERY

- 6.1 Delivery shall occur when the Seller makes the Goods available for collection by the Buyer at the Seller's premises at any time after the Seller has notified the Buyer that the

Goods are ready for collection or, if some other place for delivery is agreed by the Seller in writing, by the Seller delivering the Goods to such place.

- 6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.3 Where the Goods 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 in relation to all instalments as repudiated.
- 6.4 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and where the Seller is liable to the Buyer, the Seller's liability shall be limited to the costs incurred by the Buyer in obtaining similar goods (in the cheapest available market) to replace those not delivered by the Seller solely to the extent such costs exceed the price payable under the Contract.
- 6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate instructions for delivery (otherwise than due to the acts or omissions of the Seller) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
  - 6.5.1 store the Goods until the Buyer takes delivery and charge the Buyer for the costs (including insurance) of storage; or
  - 6.5.2 sell the Goods to a third party and recover from the Buyer any shortfall between the sale price and the price agreed between the Buyer and the Seller.
- 6.6 Notification of non-delivery must be made in writing to the Seller within 2 business days of the date of the Seller's invoice.

## 7. RISK AND TITLE

- 7.1 Subject to clause 9.5, risk of damage to or loss of the Goods shall pass to the Buyer:
  - 7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
  - 7.1.2 in the case of Goods 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, the time when the Seller has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, property in and title to the Goods 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 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 passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, and insured and identified as the Seller's property. The Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, 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 Until such time as the property in the Goods passes to the Buyer (and provided the Goods 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 to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises owned, rented or used by the Buyer or any third party where the Goods are stored and repossess the Goods without being liable for any damage caused by so doing (provided the Seller uses reasonable efforts to minimise any damage).
- 7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller. If the Buyer does so in breach of this clause 7.5, all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

## 8. TERMINATION AND SUSPENSION

- 8.1 Without prejudice to any rights and remedies available to it, the Seller shall be entitled, forthwith on written notice to the Buyer, either to terminate wholly or in part the Contract and/or any other contract with the Buyer or to withhold performance of all or any of its obligations under the Contract and/or any other contract with the Buyer and on the giving of such notice all moneys outstanding from the Buyer to the Seller shall become immediately due and payable if:-
- 8.1.1 any sum owing to the Seller from the Buyer on any account whatsoever shall be unpaid after the due date for payment (in which event the Seller shall have a general lien for any such sum on all and any property of the Buyer in its possession);
  - 8.1.2 the Buyer refuses to take delivery of or collect any of the Goods in accordance with the terms of the Contract;
  - 8.1.3 the Buyer suffers an event of insolvency as set out in clause 12;
  - 8.1.4 the Buyer commits any breach of the Contract and either the breach is not capable of remedy or, if the breach is capable of remedy, the Buyer fails to remedy the breach within 30 days of receiving notice of the breach from the Seller;

- 8.1.5 the Buyer refuses to provide any security for credit as required under these Conditions or other terms of the Contract; or
  - 8.1.6 if in its absolute discretion the Seller considers the Buyer's credit status to be unsatisfactory.
- 8.2 Any termination of the Contract (howsoever occasioned) shall not affect the rights and obligations of either party which may have accrued prior to such termination.
- 8.3 The provisions of the Contract which are expressly or impliedly intended to survive the termination or expiry of the Contract shall survive such termination.

## 9. WARRANTIES AND LIABILITY

- 9.1 Subject to the conditions set out below and those conditions and exclusions in the Warranty Handbook (please ask the Seller for a copy), the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for the periods set out in the Warranty Handbook.
- 9.2 The warranty set out in clause 9.1 is given by the Seller subject to the following conditions.
  - 9.2.1 the Buyer shall notify the Seller of the defect within 48 hours of the date of delivery (as set out in clause 6.1) or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure;
  - 9.2.2 the Seller shall be under no liability in respect of any defect arising from any drawing, design or specification supplied by the Buyer;
  - 9.2.3 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 without the Seller's approval;
  - 9.2.4 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 has not been paid by the due date for payment;
  - 9.2.5 any Goods alleged to be defective are promptly made available to the Seller for inspection and, if so, required by the Seller, are promptly returned at the Buyer's risk and expense to the Seller for inspection.
- 9.3 The warranty under clause 9.1 does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 9.4 Subject as expressly provided in these Conditions, all warranties, conditions, or implied terms are excluded to the fullest extent permitted by law.

- 9.5 Where the parties agree that the Seller will transport the Goods in accordance with clause 6.1, the Buyer shall inspect the Goods on delivery and notify the Seller of any defects within 48 hours. If the Buyer does not notify the Seller in accordance with this clause 9.5, the Buyer shall not be entitled to reject the Goods and the Seller with this clause 9.5, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect.
- 9.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet their specification is notified to the Seller in accordance with these Conditions, the Seller shall either replace the affected Goods (or part) free of charge or shall, at the Seller's sole discretion, refund the Buyer the price of the affected Goods and the Seller shall have no further liability to the Buyer.
- 9.7 The Buyer undertakes to ensure that any guarding to the Goods will not be removed without such consent of the Seller the Seller will not be liable for any injury which may occur and further if the Goods are used prior to being guarded by the Seller the Seller will not be liable for any injury which may occur.
- 9.8 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (other than fraudulent misrepresentation), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit, business, revenue, contracts, costs, expenses or consequential or indirect loss or damage or claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.
- 9.9 Subject to clause 9.8, the maximum liability of the Seller for all claims in connection with the Contract shall be limited to the price paid by the Seller for the Goods.

## 10. FORCE MAJEURE

- 10.1 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, 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:
- 10.1.1 Act of God, explosion, flood, tempest, fire, or accident;
  - 10.1.2 War or threat of war, sabotage, insurrection, civil disturbance, or requisition;
  - 10.1.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary, or local authority;
  - 10.1.4 Import or export regulations or embargoes;
  - 10.1.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);



10.1.6 Difficulties in obtaining raw materials, labour, fuel, parts, or machinery; 10.1.7

Power failure or breakdown in machinery

## 11. INDEMNITY

11.1 If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:

11.1.1 The Seller is notified as soon as the Buyer receives notice of any claim;

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

11.1.3 The Buyer does not prejudice the Seller's defence of any such claim;

11.1.4 The Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;

11.1.5 Except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Seller, such consent not to be unreasonably withheld.

11.1.6 The Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);

11.1.7 The Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are to be paid by, any other party in respect of any such claim; and

11.1.8 Without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs, or expenses for which the Seller is liable to indemnify the Buyer under this clause.

## 12. INSOLVENCY OF BUYER

12.1 This clause applies if:

12.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to any administration order or (being an individual or firm) becomes

bankrupt or (being a company) goes into liquidation is dissolved, compounds with its creditors or has a receiver, administrative receiver or administrator appointed its creditors or has a receiver, administrative receiver or administrator appointed over the whole or any part of its assets or a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of the Defaulting Party or the Defaulting Party suffers any similar process under the law of its domicile or place of its jurisdiction; or

12.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

12.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

12.1.4 the Buyer is unable to pay its debts as they fall due under s.123 of the Insolvency Act 1986; or

12.1.5 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notified the Buyer accordingly.

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

### 13. EXPORT TERMS

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

13.2 In these Conditions "Incoterms" means the International Chamber of Commerce rules for the use of domestic and international trade terms 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.

13.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

13.4 Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered Ex Works (Incoterms) from the Seller's nominated premises.

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

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

- 13.6 Payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank in the UK 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 sixty days after sight to the order of the Seller at such branch of a bank in England as may be specified in the bill of exchange.

#### 14. GENERAL

- 14.1 It shall be the responsibility of the Buyer that all requirements applicable to the Contract whether statutory, regulatory, municipal and/or otherwise howsoever, (including, without limitation, any relating to the importation or use of the Goods in the country of distribution and for the payment of duties thereon) are duly complied with. It shall be a condition precedent to the performance by the Seller of its obligations under the Contract that all necessary licences, permits and consents shall have been obtained by the Buyer.
- 14.2 Without prejudice to the generality of condition 14.1 the obtaining of any relevant exchange contract consents shall be a condition precedent to the performance by the Seller of any of its obligations under the Contract.
- 14.3 Any notice required or permitted or be given by either party to the other under these Conditions shall be in writing and sent by facsimile transmission or email and otherwise by recorded delivery post 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. Such notice shall be deemed to have been received by the addressee within 72 (seventy two) hours of posting or 24 (twenty four) hours if sent by facsimile transmission where sent to the correct address or facsimile number of the addressee and evidence of posting and/or transmission is retained. Notice will be valid if served by email provided that the notice is expressly acknowledged by the recipient by return email or other written acknowledgement. For this purpose, any automated email response, including error messages and "out-of-office" shall not constitute acknowledgement for the purposes of this clause responses to the email shall not constitute acknowledgements for the purposes of this clause 14.3.
- 14.4 No waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.5 If any provision of these Conditions or the Contract 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 or the Contract and the remainder of the provision in question shall not be affected thereby.

- 14.6 The Seller may sub-contract or assign at the Sellers discretion all or any part of the Sellers obligations under this agreement.
- 14.7 The Contract is personal to the Buyer, who shall not assign or in any way part with the benefit thereof without the Seller's prior written consent.
- 14.8 Where the Buyer consists of two or more people liability on the part of the Buyer under this agreement shall be deemed to be joint and several.
- 14.9 All drawings, patterns, specifications, tools, and other things not being the Goods the subject matter of this Agreement, but provided by the Seller shall remain the Seller's property.
- 14.10 The Contract constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, understandings, or proposals (whether written or oral) of any nature between the parties relating to the subject matter of this Contract, except as expressly set out in this Contract.
- 14.11 The Contract shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts and all communications where written or oral, relating thereto shall be conducted in English. Nothing in this clause shall limit the right of the Seller to take proceedings against any other party hereto in any other Court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not.
- 14.12 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.
- 14.13 The headings in these Conditions are for convenience only and shall not affect their interpretation.