

## CONDITIONS OF SALE

### 1 INTERPRETATION

#### 1.1 In these Conditions:

**"Buyer"** means the person whose order for the Goods is accepted by the Seller

**"Goods"** means the goods or any professional service (including any instalment of the goods or any parts of them) which the Seller is to supply in accordance with these Conditions

**"Seller"** means Safesite Limited (registered in England under number 2609468)

**"Conditions"** means the standard terms and conditions of sale set out in this 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 for the purchase and sale of the Goods incorporating the Conditions

**"Services"** means the installation of a given product or any professional service provided by the Seller

**"System 2000 Products"** means the Goods of the Seller known as the System 2000 Products

**"writing"** includes telex, cable, facsimile transmission and comparable means of communication.

#### 1.2 In these Conditions words importing the singular number shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa and references to the whole shall include the part and vice versa.

## **2 BASIS OF THE SALE**

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller (whether orally or in writing), subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made, by the Buyer.
- 2.2 Unless otherwise agreed in writing these Conditions shall prevail over any inconsistent terms implied by law or by trade custom, practice or course of dealing and any such inconsistent terms are hereby expressly excluded.
- 2.3 No variation of these Conditions shall be binding unless agreed in writing between an authorised representative of the Buyer and a director of the Seller. At the request of either party the other party will verify whether any named individual has the requisite authority.
- 2.4 The Seller's employees, agents or distributors are not authorised to make any representations concerning the Goods including but without prejudice to the generality of the foregoing the fitness of the Goods for a particular purpose of the Buyer or their compatibility with any other products 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.
- 2.5 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.
- 2.6 It shall be the Buyer's responsibility to ensure that the Goods correspond and conform with the requirements of any statute or regulation from time to time in force and affecting the manner in which the Buyer carries on his business or uses the Goods or with practices carried on by prudent persons carrying on the same or similar business as the Buyer. The Buyer shall indemnify the Seller against any liability whether civil or criminal which the Seller may be under in respect of any illness or injury caused by the goods or their use. In addition, the Buyer shall indemnify the Seller against all losses arising from any liability which the Seller may incur

in respect of the Goods or any of them resulting from any claim brought against the Seller under Part 1 of the Consumer Protection Act 1987.

- 2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, specification 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 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 order submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Buyer's order (if accepted by the Seller).
- 3.4 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 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 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 which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Buyer'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.

#### **4 PRICE OF THE GOODS**

- 4.1 The price of the Goods shall be the price prevailing for the Goods as listed in the Seller's price list current at the date of delivery of the Goods or in the case of delivery of the Goods by instalment, current at the date of delivery of each instalment unless specifically agreed in writing by the Seller and the Buyer at the date of acceptance of the Buyer's order for the Goods that the price of the Goods shall be a fixed price.
- 4.2 Where the price for the Goods has been agreed to be a fixed price in accordance with Condition 4.1 the Seller reserves the right by giving notice to the Buyer at any time up to delivery to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods 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.
- 4.3 Except as otherwise agreed in writing between the Seller and the Buyer or under Condition 4.5 the price of the Goods includes packaging, insurance and delivery within the mainland UK.
- 4.4 All export prices are exclusive of the cost of transport and insurance which the Seller shall charge the Buyer at normal commercial rates.
- 4.5 If the Seller agrees to package or deliver the Goods otherwise than in accordance with the Seller's usual form of packaging or method of delivery, the Buyer shall be liable to pay the Seller additional charges for such packaging, delivery and insurance.
- 4.6 The price is exclusive of any applicable Value Added Tax, which the Buyer shall be additionally liable to pay to the Seller at the rate at the date of the Seller's invoice.

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## **5 TERMS OF PAYMENT**

- 5.1 The Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, 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 or (as the case may be) the Seller has tendered delivery of the Goods.
- 5.2 The terms of payment shall be:
- (a) in the case of Goods delivered in the United Kingdom, not later than the last date of the month following the date of the Seller's invoice, notwithstanding that delivery may not have taken place and the property in the Goods 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;
  - (b) in the case of export sales, in accordance with Condition 12.6.
- 5.3 If the Buyer fails to make any payment on the due date then the Buyer shall lose the benefit of any previously agreed discount and the whole of the balance of the price of the Goods then outstanding shall become due and payable forthwith and, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- (a) cancel the Contract or suspend any further deliveries of Goods (whether in transit or ordered under the same contract or not) to the Buyer;
  - (b) 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);
  - (c) charge the Buyer interest (both before and after judgment) on the amount outstanding, at the rate of 4 per cent per annum above the base rate of The Royal Bank of Scotland Plc (or such other London clearing bank as the Seller may nominate) from time to time, from the due date until payment in full is made;
  - (d) make a storage charge for any undelivered Goods at its rates current from time to time;

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(e) a general lien on all goods and property belonging to the Buyer and such lien shall be exercisable in respect of all sums lawfully due from the Buyer to the Seller; and the Seller shall be entitled on the expiration of 14 days' notice in writing to dispose of such goods or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.

5.4 No deduction shall be made by the Buyer in respect of any set-off or counterclaim howsoever arising.

## **6 DELIVERY**

6.1 Delivery of the Goods shall be made by dispatch of the Goods by the Seller to the Buyer's premises or such other place for delivery as is agreed by the Seller or if the Buyer is to collect the Goods from the Seller's premises by the Seller's notification to the Buyer that the Goods are ready for collection or if the Buyer requests (pursuant to Condition 6.2) that an independent haulier is to collect the Goods from the Seller's premises by the Seller's notification to the independent haulier that the Goods are ready for collection.

6.2 Where the Goods are comprised of System 2000 Products the Seller may agree at the Buyer's request and as its agent to arrange delivery of the Goods using an independent haulier. In addition if requested by the Buyer the Seller will arrange insurance of the Goods at the Buyer's expense and as its agent. The Seller shall charge the Buyer at normal commercial rates for such delivery and insurance.

6.3 The Seller will deliver as near as possible to the Buyer's nominated or said address as is as safe and adequate access thereto. The Buyer shall provide at its own expense adequate unloading facilities and all necessary plants, power and labour for unloading and stacking, such plant, power and labour to be available during the customary cartage hours of the district of the Buyer's said address on the date delivered. The Buyer shall unload with reasonable dispatch. Damage due to inadequate light, access or careless unloading shall be at the Buyer's risk.

6.4 Any dates and times 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 Seller reserves the right at its sole discretion to make partial deliveries of the Goods and each part so delivered shall,

for the purposes of payment, be deemed to be a separate contract and may be invoiced separately. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

- 6.5 Where no date has been specified for delivery of the Goods the Buyer shall give the Seller all necessary instructions and authorities and generally make all necessary arrangements so that delivery may take place within 14 days after the Seller has notified the Buyer that the goods are ready for delivery.
- 6.6 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 as a whole as repudiated.
- 6.7 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 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.
- 6.8 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery or within 14 days after notification under Condition 6.5 (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 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage.
- 6.9 Subject to Condition 9 or unless required to do so by any other of the Conditions the Buyer may not return the Goods or any part of the Goods to the Seller after delivery unless the Seller specifically agrees in writing to their return and in which case the Buyer shall be liable to pay the Seller a re-stocking charge.
- 6.10 The Seller may at any time withhold delivery of the Goods to the Buyer pending payment of any sum from the Buyer to the Seller under any other contract.

6.11 Where the Seller uses an independent haulier to deliver the Goods, the Buyer shall notify the Seller within 7 days of the date of dispatch of non-delivery of the said Goods.

## **7 RISK AND PROPERTY**

7.1 Risk in the Goods shall pass to the Buyer in accordance with delivery under Condition 6.1 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, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price for the Goods and all other sums then due to the Seller.

7.3 Unless 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. If the Goods are incorporated or mixed with other products (the "new goods") in such a way as the goods are not a readily identifiable and removable part of the new goods the Buyer shall store such new goods in accordance with this sub-Condition and the property in such new goods shall vest in the Seller.

7.4 The Buyer shall be entitled to resell at the best price obtainable or use the Goods and the new goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods or the new goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer or third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.5 Upon any sale of the new goods, if the proceeds of sale exceed the Price or the balance of the Price of the Goods due to the Seller from the Buyer, the Seller shall apply the balance of the proceeds of sale as follows:

7.5.1 reimbursing the Seller the cost and expense of taking possession of and sale of the new goods and any damages which the Seller has suffered as a result of any repudiation of the Contract by the Buyer; and

7.5.2 paying any sums due and owing to the creditors of the Buyer in respect of other items used in connection with the manufacture of the new goods where the property in such items has remained vested in such other creditor by reason of effective reservation of title clause and the claims of such other creditor pursuant to such reservation of title clauses have been certified to the Seller by the Buyer or its liquidator, creditor or receiver or by such other creditors.

Until the property in the Goods or the new goods passes to the Buyer (and provided the Goods or the new 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 or the new goods 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 the new goods are stored and repossess the Goods or the new goods.

## **8 PROVISIONS OF THE SERVICES**

8.1 The Services shall be provided by a sufficient number of personnel employed by the Seller having the skill, expertise and qualifications appropriate for the provision of the Services.

8.2 Personnel provided by the Seller will at all times be subject to the Seller's terms of employment for the time being and to the exclusive direction and control of the Seller.

8.3 The Seller shall provide the Services at such location and on such dates as may be agreed between the Seller and the Buyer from time to time.

8.4 The Buyer shall ensure that, prior to commencement of Services, the Seller is notified of:

8.4.1 all codes of staff practice;

8.4.2 all safety procedures and requirements and all statutory and other provisions, regulations or by-laws (including, without limitation, as may relate to health and safety at work or protection of the environment), of whatsoever nature; and

- 8.4.3 all other practices and requirements of whatsoever nature,  
  
as the employees of the Seller shall be required to observe while at the Buyer's premises or site or those of the Buyer's customer.
- 8.5 The Buyer shall be liable for and shall indemnify the Seller against any expense, loss, claim or proceedings whatsoever arising in respect of the death or personal injury to any employee of the Seller arising out of any act or omission or negligence of the Buyer or the Buyer's customer or any of their respective employees, agents, or sub- contractors or due to the state or condition of the premises or site at which the Services are provided or any plant or equipment thereon.
- 8.6 The Buyer shall co-operate and shall procure that its customer co- operates fully with the employees of the Seller in order that they may properly perform the Services including, without limitation, the provision of full access to the premises or site at which the Services are to be provided at the times and on the dates (if any) agreed between the Seller and the Buyer.
- 8.7 If the Services are to be performed outside the United Kingdom, the Buyer shall procure the grant to the Seller and its employees of:
- 8.7.1 all necessary permits and licences for performing the Services;
- 8.7.2 all necessary visas, licences, permits and custom clearances;
- 8.7.3 repatriation in the event of emergency.
- 8.8 The Buyer will facilitate the clearance through customs of any equipment materials and supplies required for the performance of the Services and of the personal effects of the employees of the Seller.
- 9 **WARRANTIES AND LIABILITY**
- 9.1 Subject to the Conditions set out below the Seller warrants that the Goods will correspond with the agreed specification or if there is no such specification to have been subject to inspection by the Seller's quality control at the time of delivery.

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

- (a) the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
- (b) 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 alteration or repair of the Goods without the Seller's approval or use of the Goods with other incompatible products;
- (c) 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 or third party to the Seller.

9.3 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) provided that no attempt has been made by the Buyer or a third party to rectify or alter the goods in any way, be notified to the Seller within 14 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 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 had been delivered in accordance with the Contract.

9.4 If the Buyer notifies the Seller (in accordance with the provisions of Condition 9.3) that any Goods manufactured by the Seller are faulty the Seller shall at its option be entitled to:

- (a) repair or replace the Goods free of charge; or
- (b) at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price);

but the Seller shall have no further liability to the Buyer.

In the case of Goods or component parts in Goods not manufactured by the Seller, the Seller will assign to the Buyer its rights against its supplier and these rights shall be taken in extinction of any in substitution for any rights which the Buyer would otherwise have had against the Seller.

- 9.5 The Seller warrants to the Buyer that it will provide the Services with all reasonable skill and care.
- 9.6 Any claim by the Buyer which is based on a breach of the warranty in clause 9.5 shall be notified to the Seller within 14 days from the date when such breach first came to the attention of the Buyer. If the Buyer does not so notify the Seller, the Seller shall have no liability to the Buyer. If the Buyer does so notify the Seller, the Seller shall, at its option, be entitled to perform further services for the Buyer, free of charge, to correct any defect and thereafter shall have no further liability to the Buyer. If the Seller does not or is unable to remedy any such breach by the provision of further Services the total liability of the Seller in connection with any loss or damage suffered by the Buyer as a result of or in connection with the Services (whether arising from contract, tort or otherwise) is limited in respect of any one event or two or more connected events to a sum equal to the maximum amount for which the Seller is insured under any of its policies of insurance from time to time in force in respect of the category of loss or damage suffered by the Buyer as a result of or in connection with the Services. While providing the Services, the Seller shall maintain adequate cover against risks normally insured against by persons carrying on the same business as that of the Seller and, at its request, shall provide the Buyer with full details of such cover. During the period when Services are provided, the Seller shall notify the Buyer of any change or alteration to the terms of any of its insurance policies (details of which have been provided to the Buyer) if such change would affect the limit of the Seller's liability to the Buyer under this Condition 9.6.
- 9.7 The Seller shall have no liability to the Buyer in respect of loss or damage suffered by the Buyer resulting directly or indirectly out of:
- 9.7.1 any breach by the Buyer, its employees, agents or sub- contractors of these Conditions;
  - 9.7.2 any inaccurate, incomplete, incorrect or misleading information provided by the Buyer, the Buyer's customer or their respective employees, agents or sub-contractors to the Seller its employees, agents or sub-contractors;

- 9.7.3 the negligence recklessness or wilful act or omission of the Buyer, the Buyer's customer or their respective employees, agents or sub-contractors.
- 9.8 Subject as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.9 The Seller shall be under no liability under the warranty contained in Condition 9.1 or 9.5 (or any other warranty, condition or guarantee) if the total price for the Goods and/or the Services has not been paid by the due date for payment.
- 9.10 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, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other 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 or the provision of the Services, except as expressly provided in these Conditions.
- 9.11 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 failure to perform any of the Seller's obligations under the Contract where such delay or failure is due to any cause beyond the Seller's reasonable control including (without limitation) strikes, lock-outs or other industrial action and the Seller shall be entitled to a reasonable extension of time for performing such obligations.
- 9.12 The Buyer shall indemnify the Seller against all loss, damage, cost, liability and expense suffered or incurred by the Seller and which arises out of or in relation to or by reason of:
- 9.12.1 a breach of any of the terms, warranties and undertakings of the Buyer contained in these Conditions;
- 9.12.2 the negligence recklessness or wilful misconduct of the Buyer, the Buyer's customer or their respective employees, agents or sub-contractors;

9.12.3 any claim that may be brought against the Seller by the Buyer's customer in respect of the Goods or the Services.

## **10 INDEMNITY**

10.1 If any claim of whatsoever nature is made against the Seller by any other person as a result of any defect in the Goods arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing) or any statutory, regulatory or industry requirement or guideline, misuse, alteration or repair of the Goods without the Seller's approval or use of the Goods with other incompatible products, 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.

## **11 INSOLVENCY OF BUYER**

11.1 This Condition applies if:

- a) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or partnership) becomes bankrupt or is dissolved or (being a company) goes into liquidation; or
- (b) an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of the Buyer or of or over any of its property or assets; or
- (c) any judgment is obtained against the Buyer or any distress or execution is levied on any premises owned or occupied by the Buyer; or
- (d) the Buyer ceases, or threatens to cease, to carry on business; or
- (e) 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 Condition applies the, 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 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 Where the Goods are supplied for export from the United Kingdom, the provisions of this Condition 12 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.
- 12.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into or use of the Goods in the country or destination and for the payment of any duties thereon.
- 12.3 Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered at 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.
- 12.4 The buyer shall be responsible for arranging and 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 Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- 12.5 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 United Kingdom 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 60 days after sight to the order of the Seller at such branch of The Royal Bank of Scotland Plc in England as may be specified in the bill of exchange.
- 12.6 The Buyer shall pay the price for the Goods in pounds sterling.

## **13 INTELLECTUAL PROPERTY**

- 13.1 Unless otherwise agreed in writing with the Seller or his authorised representative the Seller shall retain the exclusive property and reserve the copyright in all documents supplied or produced to the Buyer in connection with the Contract and it shall be a condition of such supply or production

that the contents of such documents or any part thereof shall not be communicated either directly or indirectly to any other person, firm or company without the prior consent of the Seller in writing.

- 13.2 The intellectual property rights in or relating to the Goods shall (subject to any existing rights of any third party in any design or invention incorporated or used in the design of the Goods) remain exclusively the property of the Seller and neither the Buyer nor any agent contractor or other person authorised by the Buyer shall at any time make any unauthorised use thereof.

## **14 GENERAL**

- 14.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and may be given either personally or by first class post, telex or facsimile transmission 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. Where given by first class post such notice will be deemed to have been served 48 hours after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notice given in person or by telex or facsimile transmission shall be deemed to be served immediately.
- 14.2 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.
- 14.3 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.
- 14.4 The Contract shall be governed by and construed in accordance with the laws of England and the Buyer and the Seller hereby submit to the exclusive jurisdiction of the English Courts for the settlement of all disputes or claims which may arise out of or in connection with the Contract.
- 14.5 The Buyer shall not be entitled to assign or otherwise transfer the Contract or any of its rights or obligations thereunder without the prior consent in writing of the Seller.