

PRIMAFLOW LTD T/A TFC GROUP – TERMS AND CONDITIONS OF SALE

1 INTERPRETATION

IN THESE CONDITIONS:

BUYER MEANS THE PERSON WHO ACCEPTS A QUOTATION OF THE SELLER FOR THE SALE OF THE GOODS OR WHOSE ORDER FOR THE GOODS IS ACCEPTED BY THE SELLER;

CONDITIONS MEANS THE STANDARD TERMS AND CONDITIONS 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;

GOODS MEAN THE GOODS (INCLUDING ANY INSTALMENT OF THE GOODS OR ANY PARTS OF THEM), WHICH THE SELLER IS TO SUPPLY IN ACCORDANCE WITH THESE CONDITIONS;

SELLER MEANS TFC GROUP, A TRADING DIVISION OF PRIMAFLOW LTD (REGISTERED IN ENGLAND UNDER NUMBER 02662075).

2 BASIS OF THE SALE

2.1 THE CONTRACT BETWEEN THE SELLER AND THE BUYER CANNOT BE VARIED, ALTERED OR EXCLUDED UNLESS SUCH VARIATION, ALTERATION OR EXCLUSION IS AGREED BETWEEN THE PARTIES IN WRITING BETWEEN THE AUTHORISED REPRESENTATIVES OF THE SELLER AND THE BUYER (BEING IN THE CASE OF THE SELLER A DIRECTOR OF THE SELLER) AND SIGNED BY THE PARTIES TO BE BOUND.

2.2 TO THE EXTENT OF ANY CONFLICT BETWEEN THESE CONDITIONS AND ANY TERMS AND CONDITIONS OF THE BUYER, EITHER ON THE BUYER'S ORDER FORM OR OTHERWISE, THE CONDITIONS HEREIN CONTAINED SHALL TAKE PRECEDENCE. THE SELLER SHALL NOT BE BOUND BY THE BUYER'S TERMS AND CONDITIONS OR ANY OF THEM UNLESS EXPRESSLY AGREED TO IN WRITING BY A DIRECTOR OF THE SELLER AFTER THE DATE OF THESE CONDITIONS.

2.3 THE CONTRACT BETWEEN THE SELLER AND THE BUYER SHALL ONLY BECOME BINDING UPON THE ACKNOWLEDGEMENT OF ANY ORDER BY THE SELLER ACTING THROUGH ITS AUTHORISED REPRESENTATIVE AND ALL QUOTATIONS AND TENDERS MADE AND PRICE OR PRODUCT LISTS SUPPLIED BY THE SELLER SHALL BE TREATED AS INVITATIONS TO TREAT ONLY.

3 QUOTATIONS

3.1 A QUOTATION BY THE SELLER IS NOT AN OFFER TO SELL AND MAY BE WITHDRAWN WITHOUT NOTICE. ANY ORDER GIVEN IN RELIANCE UPON A QUOTATION IS NOT BINDING UPON THE SELLER UNLESS AND UNTIL SUBSEQUENTLY ACCEPTED IN WRITING SIGNED BY THE SELLER.

3.2 THE QUANTITY, QUALITY AND DESCRIPTION OF THE GOODS SHALL BE THOSE SET OUT IN THE SELLER'S QUOTATION (IF ACCEPTED BY THE BUYER) OR THE BUYERS ORDER (IF ACCEPTED BY THE SELLER).

3.3 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), DAMAGES, CHARGES AND EXPENSES INCURRED BY THE SELLER AS A RESULT OF CANCELLATION.

3.4 PERFORMANCE OF A CONTRACT BY THE SELLER IS SUBJECT TO AVAILABILITY OF GOODS AT THE TIME OF THE ORDER.

3.5 THE SELLER WILL OPEN A CREDIT ACCOUNT FOR A PROSPECTIVE BUYER PROVIDED THAT THE BUYER FURNISHES THE SELLER WITH ONE BANKER'S AND TWO TRADE REFERENCES. WHERE A BUYER HAS NO CREDIT ACCOUNT, CASH WITH ORDER WILL AVOID DELAY IN DISPATCH.

4 PRICE OF THE GOODS

4.1 UNLESS OTHERWISE AGREED IN WRITING SIGNED BY THE SELLER THE PRICE OF ANY GOODS ORDERED FROM THE SELLER WILL BE THE SELLER'S STANDARD PRICE RULING AT THE DATE WHEN THE GOODS ARE DESPATCHED BY THE SELLER TO THE BUYER.

4.2 ANY PRICE QUOTED IN A QUOTATION MAY BE SUBJECT TO ALTERATION AT ANY TIME BEFORE THE GOODS ARE DESPATCHED BY THE SELLER TO THE BUYER.

4.3 THE PRICE IS EXCLUSIVE OF ANY APPLICABLE VALUE ADDED TAX, WHICH THE BUYER SHALL BE ADDITIONALLY LIABLE TO PAY TO THE SELLER.

4.4 THE SELLER RESERVES THE RIGHT TO CHARGE A SMALL VALUE ORDER CHARGE ON ORDERS OF LESS THAN £50 OR SUCH OTHER SMALL VALUE ORDER LIMIT RULING FROM TIME TO TIME AND/OR NOT TO APPLY ITS NORMAL TRADE DISCOUNTS TO ANY SMALL VALUE ORDER.

5 CARRIAGE, DAMAGE OR LOSS IN TRANSIT

5.1 UNLESS EXPRESSLY STATED IN WRITING BY THE SELLER ALL PRICES QUOTED ARE EX WORKS AND CARRIAGE IS NOT INCLUDED.

5.2 THE SELLER DOES NOT ACCEPT ANY RESPONSIBILITY FOR MISTAKES, SHORTAGE OR GOODS DAMAGED IN TRANSIT UNLESS SUCH IS REPORTED BY SEPARATE NOTICE IN WRITING BY THE BUYER TO THE CARRIER AND BY THE BUYER TO THE SELLER IN WRITING WITHIN THREE DAYS OF DELIVERY. THE SELLER DOES NOT ACCEPT ANY RESPONSIBILITY FOR GOODS DAMAGED IN TRANSIT UNLESS THE GOODS HAVE BEEN SIGNED FOR AS "NOT EXAMINED".

5.3 NO CLAIM FOR NON-DELIVERY OF ANY GOODS IN WHOLE OR IN PART IS RECOGNISED BY THE SELLER UNLESS NOTICE IN WRITING OF SUCH NON-DELIVERY IS RECEIVED BY THE SELLER WITHIN TEN DAYS OF INVOICE DATE.

5.4 THE BUYER AGREES TO INDEMNIFY THE SELLER FROM ALL LOSSES RESULTING FROM THEIR FAILURE TO COMPLY WITH THESE CONDITIONS.

6 DESIGN AND SPECIFICATION

6.1 ALL GOODS WILL BE MANUFACTURED TO THE SELLER'S NORMAL SPECIFICATION AND TOLERANCE UNLESS OTHERWISE SPECIFIED BY THE BUYER AND SUCH VARIATION ACCEPTED IN WRITING SIGNED BY THE SELLER.

6.2 ANY SPECIFICATION FOR THE GOODS SHALL BE THOSE SET OUT IN THE SELLER'S QUOTATION (IF ACCEPTED BY THE BUYER) OR THE BUYERS ORDER (IF ACCEPTED BY THE SELLER).

6.3 ITEMS MAY DIFFER SLIGHTLY IN DETAIL FROM ILLUSTRATIONS IN BROCHURES, CATALOGUES ETC., AS THE SELLER IS CONSTANTLY MAKING EFFORTS TO PROVIDE IMPROVED DESIGNS BASED ON LATEST METHODS OF MANUFACTURE.

6.4 ALL PROMOTIONAL MATTER, DRAWINGS, ILLUSTRATIONS, DESIGNS, SPECIFICATIONS, PLANS, BOOKLETS, CATALOGUES AND ANY OTHER DETAILS WRITTEN OR PRINTED MATTER WHATSOEVER SUPPLIED BY THE SELLER GENERALLY REPRESENT GOODS, MATERIALS OR DEVICES SPECIFIED BUT NOT NECESSARILY THE GOODS, MATERIALS OR DEVICES WHICH ARE SUBJECT OF THE SELLER'S QUOTATION. THEY SHALL NOT FORM ANY PART OF A CONTRACT BASED THEREON AND ARE SUPPLIED ONLY FOR THE PURPOSE OF GENERAL GUIDANCE.

7 CONDITIONS AND WARRANTIES

7.1 NO CONDITION IS MADE OR TO BE IMPLIED NOR IS ANY WARRANTY GIVEN OR TO BE IMPLIED AS TO THE LIFE OR WEAR OF ANY GOODS SUPPLIED BY THE SELLER TO A BUYER OR THAT THEY WILL BE SUITABLE FOR A PARTICULAR PURPOSE OR FOR USE UNDER ANY SPECIFIC CONDITIONS NOTWITHSTANDING THAT SUCH PURPOSE OR CONDITIONS MAY BE KNOWN OR MADE KNOWN TO THE SELLER.

7.2 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 ANY 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, EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS.

7.3 THE SELLER SHALL NOT BE LIABLE TO THE BUYER IN RESPECT OF ANY DAMAGE OR LOSS WHATSOEVER CAUSED TO THE BUYER OR TO THE PROPERTY OF THE BUYER ARISING OUT OF THE PROVISION OR PERFORMANCE OF ANY SERVICES PROVIDED OR PERFORMED BY THE SELLER FOR ANY ADVICE GIVEN TO THE BUYER IN RELATION TO THE GOODS SOLD, WHETHER AT THE REQUEST OF THE BUYER OR OTHERWISE.

8 DEFECTIVE GOODS

8.1 GOODS CLAIMED BY THE BUYER TO BE DEFECTIVE SHALL BE RETURNED BY THE BUYER TO THE SELLER AT THE BUYER'S EXPENSE WITHIN FOURTEEN DAYS OF THE BUYER'S DISCOVERY OF SUCH DEFECT OR WITHIN SIX MONTHS OF THE DATE OF DELIVERY OF THE GOODS IN QUESTION WHICHEVER SHALL BE THE SHORTER PERIOD. IF THE SELLER ACCEPTS THAT THE GOODS IN QUESTION WERE SUPPLIED BY THE SELLER TO THE BUYER IN A DEFECTIVE CONDITION (OR DEFAULT OF AGREEMENT IN THE EVENT OF A FINDING BY A BODY HAVING JURISDICTION THAT SUCH GOODS WERE SUPPLIED BY THE SELLER TO THE BUYER IN A DEFECTIVE CONDITION) THE SELLER WILL IF PRACTICABLE REPLACE THE GOODS ORIGINALLY ORDERED OR IF IN THE OPINION OF THE SELLER RECTIFICATION OR REPLACEMENT IS NOT PRACTICABLE THE SELLER WILL CREDIT THE VALUE OF THE GOODS IN QUESTION AT THE INVOICE PRICE.

8.2 WHERE A CONTRACT IS MADE FOR THE SUPPLY OF GOODS BY THE SELLER TO A BUYER WITH DELIVERY TO BE MADE BY INSTALMENT, THE DISCOVERY OF DEFECTS IN GOODS COMPRISED IN AN INSTALMENT SHALL NOT BE GROUND FOR RECISION OF THE CONTRACT BY THE BUYER.

8.3 THE SELLER'S LIABILITY WITH RESPECT TO ANY DEFECTS IN GOODS SUPPLIED UNDER A CONTRACT SHALL BE LIMITED TO ITS OBLIGATIONS UNDER THIS CONDITION. THE SELLER SHALL NOT BE LIABLE FOR ANY CLAIM FOR WORK DONE BY A BUYER IN RESPECT OF DEFECTIVE GOODS NOR FOR ANY LOSS DAMAGE LIABILITY OR EXPENSE WHATSOEVER ARISING DIRECTLY OR INDIRECTLY HOWSOEVER ARISING AND WHETHER CONSEQUENTIAL OR OTHERWISE IN RESPECT OF ANY SUCH DEFECTIVE GOODS.

8.4 NO GOODS MAY BE RETURNED BY THE BUYER WITHOUT PRIOR AGREEMENT FROM THE SELLER. GOODS RETURNED WITH THE PRIOR AGREEMENT OF THE SELLER MUST BE CONIGNED TO THE DESPATCHING LOCATION, CARRIAGE PAID AND ACCOMPANIED BY A PACKING NOTE STATING THE SELLER'S ORIGINAL CHARGE INVOICE NUMBER. THE SELLER RESERVES THE RIGHT TO LEVY THE BUYER WITH A STOCKING CHARGE. GOODS WILL BE CREDITED IN FULL IF RETURNED TO THE DESPATCHING LOCATION IN GOOD CONDITION AND CARRIAGE PAID.

8.5 THIS PROVISION DOES NOT AND WILL NOT AFFECT ANY STATUTORY RIGHTS.

9 DELIVERY

9.1 DELIVERY COMMITMENTS ARE ENTERED INTO IN GOOD FAITH BY THE SELLER BUT TIME SHALL NOT BE OF THE ESSENCE OF THE CONTRACT AND THE SELLER SHALL NOT BE LIABLE FOR FAILURE TO DELIVER ON THE SPECIFIED DATE.

9.2 REFUSAL OF THE BUYER TO ACCEPT THE WHOLE OR ANY PART OF A DELIVERY OF GOODS AT THE TIME SPECIFIED IN THE CONTRACT SHALL PERMIT THE SELLER TO TREAT THE BUYER'S REFUSAL AS A REPUDIATION OF THE CONTRACT AND TO RELEASE THE SELLER FROM AN OBLIGATION TO MAKE FURTHER DELIVERIES WITHOUT PREJUDICE HOWEVER TO THE SELLER'S RIGHTS TO RECOVER DAMAGES FROM THE BUYER IN RESPECT OF THE BUYER'S BREACH OF CONTRACT.

9.3 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 (OTHERWISE THAN BY REASON OF THE SELLER'S FAULT) THEN, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY AVAILABLE TO THE SELLER, THE SELLER MAY: -

9.3.1 STORE THE GOODS UNTIL ACTUAL DELIVERY AND CHARGE THE BUYER FOR THE REASONABLE COSTS (INCLUDING INSURANCE) OF STORAGE; OR

9.3.2 SELL THE GOODS AT THE BEST PRICE READILY OBTAINABLE AND CHARGE THE BUYER FOR ANY SHORTFALL BELOW THE PRICE UNDER THE CONTRACT.

10 FORCE MAJEURE

THE SELLER SHALL NOT BE LIABLE TO THE BUYER IN RESPECT OF ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER A CONTRACT DUE TO CIRCUMSTANCES BEYOND ITS CONTROL. SUCH CIRCUMSTANCES SHALL INCLUDE BUT NOT BE LIMITED TO WEATHER CONDITIONS, FIRES, BREAKDOWN IN THE SELLER'S PLANT OR MACHINERY, WAR, REQUISITIONS, EMBARGO, INSURRECTION, CURRENCY RESTRICTIONS, SHORTAGE OR BREAKDOWN OF TRANSPORT, RESTRICTIONS ON THE USE OF POWER, LOCKOUT, STRIKE, INDUSTRIAL DISPUTES OR ACTS OF TERRORISM.

11 CANCELLATION OF ORDERS

A CANCELLATION OF AN ORDER BY A BUYER IS NOT PERMITTED EXCEPT BY AGREEMENT IN WRITING SIGNED BY THE SELLER. ANY PURPORTED CANCELLATION WITHOUT THE SELLER'S CONSENT SHALL AMOUNT TO A REPUDIATION OF THE CONTRACT BY THE BUYER FOR WHICH THE SELLER SHALL HAVE A RIGHT TO RECOVER DAMAGES FOR BREACH OF CONTRACT.

12 SETTLEMENT TERMS

12.1 SETTLEMENT TERMS ARE MONTHLY ACCOUNT. PAYMENT IS DUE BY THE LAST DAY OF THE MONTH FOLLOWING DATE OF INVOICE, EXCEPT WHERE THE BUYER IS IN DEFAULT IN THE PAYMENT OF ANY ACCOUNT THEN ALL SUMS OWED TO THE SELLER BY THE BUYER ON ANY ACCOUNT WHATSOEVER BECOME IMMEDIATELY DUE AND PAYABLE.

12.2 THE SELLER RESERVES THE RIGHT TO CHARGE INTEREST ON OVERDUE ACCOUNTS AT THE RATE OF 8% PER ANNUM ABOVE NATWEST BANK PLC BASE RATE FROM TIME TO TIME, UNTIL PAYMENT IN FULL IS MADE (A PART OF A MONTH BEING TREATED AS A FULL MONTH FOR THE PURPOSE OF CALCULATING INTEREST).

12.3 IF ANY REPAYMENT IS IN ARREARS THE SELLER RESERVES THE OPTION TO DECLINE TO MAKE ANY FURTHER DELIVERIES.

12.4 IF THE RECOVERY OF ANY SUMS OUTSTANDING FROM THE BUYER TO THE SELLER IS PASSED TO A DEBT COLLECTION AGENCY, THE BUYER SHALL PAY THE SELLER'S COSTS INCURRED ON AN INDEMNITY BASIS IN INSTRUCTING THE SAID DEBT COLLECTION AGENCY AND ALL LEGAL AND OTHER COSTS ANCILLARY THERETO.

13 OWNERSHIP OF GOODS

13.1 UNLESS OTHERWISE AGREED IN WRITING BY THE SELLER THE OWNERSHIP OF GOODS SUPPLIED BY THE SELLER SHALL NOT PASS FROM THE SELLER UNTIL PAYMENT FOR THOSE PARTICULAR GOODS HAS BEEN MADE. UNTIL THE OWNERSHIP OF SUCH GOODS HAS PASSED FROM THE SELLER TO THE BUYER WILL BE RESPONSIBLE FOR SAFE KEEPING OF THE SAME.

13.2 UNTIL THE PROPERTY IN THE GOODS PASSES TO THE BUYER, THE SELLER SHALL BE ENTITLED AT ANY TIME TO REQUIRE THE BUYER TO DELIVER UP THE GOODS, AND IF THE BUYER FAILS TO DO SO FORTHWITH, TO ENTER UPON THE PREMISES OF THE BUYER OR ANY THIRD PARTY WHERE THE GOODS ARE STORED AND REPOSSESS THE GOODS AND TO WITHHOLD DELIVERY OF ANY UNDELIVERED GOODS AND STOP ANY GOODS IN TRANSIT.

14 EXPORT TERMS

14.1 WHERE THE GOODS ARE SUPPLIED FOR EXPORT FROM THE UNITED KINGDOM, THE PROVISIONS OF THE CONDITION 14 SHALL (SUBJECT TO ANY SPECIAL TERMS AGREED IN WRITING BETWEEN THE BUYER AND THE SELLER) APPLY NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE CONDITIONS.

14.2 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.

14.3 UNLESS OTHERWISE AGREED IN WRITING BETWEEN THE BUYER AND THE SELLER, THE GOODS SHALL BE DELIVERED F.O.B 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.

14.4 PAYMENT OF ALL AMOUNTS DUE TO THE SELLER SHALL BE MADE BY IRREVOCABLE LETTER OF CREDIT, CONFIRMED BY A BANK IN THE UNITED KINGDOM ACCEPTABLE TO THE SELLER, OR IF THE SELLER HAS AGREED IN WRITING TO WAIVE THIS REQUIREMENT THEN BY ACCEPTANCE OF A TELEGRAPHIC TRANSFER OF FUNDS.

15 INSOLVENCY OF BUYER

THIS CONDITION APPLIES IF: - THE BUYER MAKES ANY VOLUNTARY ARRANGEMENT WITH ITS CREDITORS; BECOMES SUBJECT TO AN ADMINISTRATION ORDER; BECOMES BANKRUPT; IS DISSOLVED; GOES INTO LIQUIDATION; A RECEIVER IS APPOINTED; THE BUYER CEASES OR THREATENS TO CEASE TO CARRY ON BUSINESS, THEN WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY AVAILABLE TO THE SELLER, THE SELLER SHALL BE ENTITLED TO CANCEL THE CONTRACT OR SUSPEND ANY FURTHER DELIVERIES UNDER THE CONTRACT WITHOUT ANY LIABILITY TO THE BUYER AND, IF THE GOODS HAVE BEEN DELIVERED BUT NOT PAID FOR, THE AMOUNT SHALL BECOME IMMEDIATELY DUE AND PAYABLE NOTWITHSTANDING ANY PREVIOUS AGREEMENT OR ARRANGEMENT TO THE CONTRARY.

16 TERMINATION

16.1 SAVE AS HEREIN APPEARS THE BUYER SHALL HAVE NO RIGHT TO CANCEL THE WHOLE OR ANY PART OF THE CONTRACT AND IF NOTWITHSTANDING THIS CLAUSE, THE BUYER SHALL PURPORT TO CANCEL THE WHOLE OR ANY PART OF THE CONTRACT, THE SELLER MAY, BY NOTICE IN WRITING TO THE BUYER, ELECT TO TREAT THE CONTRACT AS REPUDIATED AND THE BUYER SHALL THEREUPON BE LIABLE TO PAY TO THE SELLER BY WAY OF LIQUIDATED DAMAGES A SUM EQUAL TO ALL THE EXPENSES INCURRED BY THE SELLER IN CONNECTION WITH THE CONTRACT INCLUDING, IN PARTICULAR WITHOUT LIMITATION, AN APPROPRIATE AMOUNT IN RESPECT OF ADMINISTRATIVE OVERHEADS, COSTS AND LOSSES OF PROFIT.

16.2 THE SELLER'S REASONABLE ESTIMATE OF THE EXPENSES INCURRED BY IT ON REPUDIATION BY THE BUYER AS REFERRED TO IN CLAUSE 16.1 SHALL BE FINAL AND BINDING ON THE PARTIES.

16.3 IF THE SELLER FOR WHATEVER CAUSE IS UNABLE TO MAKE DELIVERY OF THE GOODS ON THE DELIVERY DATE AGREED WITH THE BUYER (WHETHER ORALLY OR OTHERWISE) OR IF THE SELLER IS UNABLE TO PERFORM ANY OF ITS OTHER OBLIGATIONS UNDER THE CONTRACT, THE SELLER MAY, BY NOTICE IN WRITING TO THE BUYER, TERMINATE THE CONTRACT OR SUSPEND THE CONTRACT WITHOUT LIABILITY FOR ANY LOSS OR DAMAGE THEREBY INCURRED BY THE BUYER OR BY ANY OTHER PERSON.

16.4 IN ADDITION TO THE RIGHT TO CANCEL ANY UNCOMPLETED ORDER OR TO SUSPEND DELIVERY THEREOF, PURSUANT TO CLAUSE 5.2, THE SELLER SHALL HAVE A SIMILAR RIGHT OF CANCELLATION OF ANY UNCOMPLETED ORDER OR TO SUSPEND DELIVERY IN RESPECT OF ANY ORDERS WHERE THE DELIVERY OF SUCH GOODS WOULD RESULT IN THE AMOUNT OF MONIES OUTSTANDING TO THE SELLER FROM THE BUYER FOR THOSE GOODS AND FOR ANY OTHER GOODS SUPPLIED BY THE SELLER, WOULD EXCEED THE SELLER'S CREDIT LIMIT ON THE BUYER, AS PROVIDED BY THE SELLER'S INSURERS OR OTHERWISE.

17 INFRINGEMENT

NO WARRANTY IS GIVEN BY THE SELLER THAT THE USE OF GOODS FOR ANY PURPOSE DOES NOT INFRINGE ANY BRITISH OR FOREIGN PATENTS, COPYRIGHT OR OTHER SIMILAR INTELLECTUAL PROPERTY RIGHT.

18 OBLIGATIONS

THE SELLER MAY PERFORM ANY OF ITS OBLIGATIONS OR EXERCISE ANY OF ITS RIGHTS HEREUNDER BY ITSELF OR THROUGH ANY OTHER MEMBER OF ITS GROUP (IF ANY), PROVIDED THAT ANY ACT OR OMISSION OF ANY SUCH OTHER MEMBER SHALL BE DEEMED TO BE THE ACT OR OMISSION OF THE SELLER.

19 GENERAL

19.1 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 OTHER PROVISIONS OF THESE CONDITIONS AND THE REMAINDER OF THE PROVISION IN QUESTION SHALL NOT BE AFFECTED THEREBY.

19.2 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

19.3 IN THE EVENT OF ANY CONFLICT BETWEEN THE FOREGOING CONDITIONS ON THE ONE HAND AND THE CONDITIONS OF BUSINESS OF THE BUYER ON THE OTHER HAND, THE FOREGOING CONDITIONS SHALL PREVAIL EXCEPT TO THE EXTENT THAT A DIRECTOR OF THE SELLER THEREFROM HAS AGREED ANY DEPARTURE IN WRITING. THE FOREGOING TERMS SHALL COME INTO FORCE ON ACCEPTANCE BY THE SELLER OF AN ORDER FROM THE BUYER AND APPLY TO ALL ORDERS.

19.4 THE BUYER WILL USE ALL REASONABLE ENDEAVOURS TO ENSURE THAT THE SELLER'S CONFIDENTIAL INFORMATION IS NOT COPIED OR DISCLOSED TO ANY THIRD PARTY IN ANY MANNER WHATSOEVER EXCEPT UPON THE PRIOR WRITTEN AUTHORITY OF THE SELLER.

19.5 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 CONJUNCTION WITH THE CONTRACT.

19.6 WE MAY TRANSFER INFORMATION ABOUT YOU TO OUR BANKERS/FINANCIERS FOR THE PURPOSES OF PROVIDING SERVICES AND FOR THE FOLLOWING PURPOSES: OBTAINING CREDIT INSURANCE; MAKING CREDIT REFERENCE AGENCY SEARCHES; CREDIT CONTROL; ASSESSMENT AND ANALYSIS (INCLUDING CREDIT SCORING, MARKET, PRODUCT AND STATISTICAL ANALYSIS); SECURITISATION; PROTECTING OUR INTERESTS. WE WILL PROVIDE YOU WITH DETAILS OF OUR BANKERS/FINANCIERS AND THAT OF ANY CREDIT REFERENCE AGENCIES USED ON REQUEST.