

1. BASIS OF SALE
  - 1.1 THE SELLER SHALL SELL AND THE BUYER SHALL PURCHASE 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 SUBJECT IN EITHER CASE TO THESE CONDITIONS, WHICH SHALL GOVERN THE CONTRACT TO THE EXCLUSION OF ANY TERMS AND CONDITIONS SUBJECT TO WHICH ANY SUCH QUOTATION IS ACCEPTED OR PURPORTED TO BE MADE, BY THE BUYER
  - 1.2 NO VARIATION TO THESE CONDITIONS SHALL BE BINDING UNLESS AGREED IN WRITING BY A DIRECTOR OF THE SELLER.
  - 1.3 THE SELLERS 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 THAT IT DOES NOT RELY ON, AND WAIVES ANY CLAIM FOR BREACH OF, ANY SUCH REPRESENTATIONS WHICH ARE NOT SO CONFIRMED.
2. ORDERS AND SPECIFICATIONS.
  - 2.1 THE BUYER SHALL BE RESPONSIBLE TO THE SELLER FOR ENSURING THE ACCURACY OF THE TERMS 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 SUFFICIENT TIME TO ENABLE THE SELLER TO PERFORM THE CONTRACT IN ACCORDANCE WITH ITS TERMS.
  - 2.2 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 PATENT, COPYRIGHT, DESIGN, TRADE MARK OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON WHICH RESULTS FROM THE SELLERS USE OF THE BUYERS SPECIFICATION.
  - 2.3 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). COSTS INCLUDING THE COSTS OF ALL LABOUR AND MATERIALS USED, DAMAGES, CHARGES AND EXPENSES INCURRED BY THE SELLER AS A RESULT OF CANCELLATION.
3. PRICE OF THE GOODS
  - 3.1 THE PRICE OF THE GOODS SHALL BE THE SELLERS QUOTED PRICE OR, WHERE NO PRICE HAS BEEN QUOTED (OR A QUOTED PRICE IS NO LONGER VALID), THE PRICE LISTED IN THE SELLERS PUBLISHED PRICE LIST CURRENT AT THE DATE OF ACCEPTANCE OF THE ORDER. WHERE THE GOODS ARE SUPPLIED FOR THE EXPORT FROM THE UNITED KINGDOM, THE SELLERS, PUBLISHED EXPORT PRICE LIST SHALL APPLY. ALL PRICES QUOTED ARE VALID FOR 30 DAYS ONLY OR UNTIL EARLIER ACCEPTANCE BY THE BUYER AFTER WHICH TIME THEY MAY BY ALTERED BY THE SELLER WITHOUT GIVING NOTICE TO THE BUYER.
  - 3.2 THE SELLER RESERVES THE RIGHT, BY GIVING NOTICE TO THE BUYER AT ANY TIME BEFORE 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, ANY FOREIGN EXCHANGE FLUCTUATION, CURRENCY REGULATION, ALTERATION OF DUTIES, SIGNIFICANT INCREASE IN THE COST 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.
  - 3.3 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 THAT AT THE SELLERS PREMISES, THE BUYER SHALL BE LIABLE TO PAY THE SELLERS CHARGES FOR TRANSPORT, PURCHASING AND INSURANCE.
  - 3.4 THE PRICE IS EXCLUSIVE OF ANY APPLICABLE VALUE ADDED TAX, WHICH THE BUYER SHALL BE ADDITIONALLY LIABLE TO PAY TO THE SELLER.
4. TERMS OF PAYMENT.
  - 4.1 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 GOODS ON OR AT THE TIME AFTER DELIVERY OF THE GOODS, UNLESS THE GOODS ARE TO BE COLLECTED BY THE BUYER OR THE BUYER WRONGFULLY FAILS TO TAKE 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.
  - 4.2 THE BUYER SHALL PAY THE PRICE OF THE GOODS (LESS ANY DISCOUNT TO WHICH THE BUYER IS ENTITLED, BUT WITHOUT ANY OTHER DEDUCTION) WITHIN 30 DAYS OF THE DATE OF THE SELLERS INVOICE, NOTWITHSTANDING THAT DELIVERY MAY NOT HAVE TAKEN PLACE AND THE PROPERTY IN THE GOODS HAS NOT PASSED TO THE BUYER. THE TIME OF THE PAYMENT OF THE PRICE SHALL BE OF THE ESSENCE OF THE CONTRACT. RECEIPTS FOR PAYMENT WILL BE ISSUED ONLY UPON REQUEST.
  - 4.3 IF THE BUYER FAILS TO MAKE ANY PAYMENT ON THE DUE DATE THEN, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY AVAILABLE TO SELLER, THE SELLER SHALL BE ENTITLED TO:
    - 4.3.1 CANCEL THE CONTRACT AND/OR SUSPEND ANY FURTHER DELIVERIES TO THE BUYER.
    - 4.3.2 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
    - 4.3.3 CHARGE THE BUYER INTEREST (BOTH BEFORE AND AFTER ANY JUDGEMENT) ON THE AMOUNT UNPAID, AT THE RATE OF FOURTEEN (14) PER CENT PER ANNUM ABOVE NATIONAL WESTMINSTER BANK 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).
5. DELIVERY
  - 5.1 DELIVERY OF THE GOODS SHALL BE MADE BY THE BUYER COLLECTING THE GOODS AT THE SELLERS PREMISES AT ANY TIME AFTER THE SELLER HAS NOTIFIED THE BUYER THAT THE GOODS ARE READY FOR COLLECTING OR, IF SOME OTHER PLACE FOR

**DELIVERY IS AGREED BY THE SELLER, BY THE SELLER DELIVERING THE GOODS TO THAT PLACE.**

- 5.2 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.
- 5.3 WHERE THE GOODS ARE TO BE DELIVERED IN INSTALLMENTS, EACH DELIVERY SHALL CONSTITUTE A SEPARATE CONTRACT AND FAILURE BY THE SELLER TO DELIVER ANY ONE OR MORE OF THE INSTALLMENTS IN ACCORDANCE WITH THESE CONDITIONS OR ANY CLAIM BY THE BUYER IN RESPECT OF ANY ONE OR MORE INSTALLMENTS SHALL NOT ENTITLE THE BUYER TO TREAT THE CONTRACT AS A WHOLE AS REPUDIATED.
- 5.4 IF THE SELLER FAILS TO DELIVER THE GOODS FOR ANY REASON OTHER THAN ANY CAUSE BEYOND THE SELLERS REASONABLE CONTROL OR THE BUYERS FAULT, AND THE SELLER IS ACCORDINGLY LIABLE TO THE BUYER, THE SELLERS 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.
- 5.5 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 ANY CAUSE BEYOND THE BUYERS REASONABLE CONTROL OR BY REASON OF THE SELLERS FAULT) THEN WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY AVAILABLE TO THE SELLER, THE SELLER MAY:
  - 5.5.1 STORE THE GOODS UNTIL ACTUAL DELIVERY AND CHARGE THE BUYER FOR THE REASONABLE COSTS (INCLUDING INSURANCE) OF STORAGE; OR
  - 5.5.2 SELL THE GOODS AT THE BEST PRICE READILY OBTAINABLE AND (AFTER DEDUCTING ALL REASONABLE STORAGE AND SELLING EXPENSES) ACCOUNT TO BUYER FOR THE EXCESS OVER THE PRICE UNDER THE CONTRACT OR CHARGE THE BUYER FOR ANY SHORT FALL BELOW THE PRICE UNDER THE CONTRACT.
- 6. RISK AND PROPERTY
  - 6.1 RISK DAMAGE TO, OR LOSS OF THE GOODS SHALL PASS TO THE BUYER
    - 6.1.1 INCASE OF GOODS TO BE DELIVERED AT THE SELLERS PREMISES, AT THE TIME WHEN THE SELLER NOTIFIES THE BUYER THAT THE GOODS ARE AVAILABLE FOR COLLECTION; OR
    - 6.1.2 IN THE CASE OF GOODS TO BE DELIVERED OTHERWISE THAN AT THE SELLERS PREMISES, AT THE TIME OF DELIVERY OR, IF THE BUYER WRONGFULLY FAILS TO TAKE DELIVERY OF THE GOODS.
- 6.2 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 OF THE GOODS AND ALL OTHER GOODS AGREED TO BE SOLD BY THE SELLER TO THE BUYER FOR WHICH PAYMENT IS THEN DUE.
- 6.3 UNTIL SUCH TIME AS THE PROPERTY IN THE GOODS PASSES TO THE BUYER. THE BUYER SHALL HOLD THE GOODS AS THE SELLERS FUDUCIARY AGENT AND BAILIEE, AND SHALL KEEP THE GOODS SEPARATE FROM THOSE OF THE BUYER AND THIRD PARTIES AND PROPERTY STORED, PROTECTED AND INSURED AND IDENTIFIED AS THE SELLERS PROPERTY. UNTIL THAT TIME 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 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 THE THIRD PARTIES AND IN THE CASE OF TANGIBLE PROCEEDS PROPERLY STORED, PROTECTED AND INSURED.
- 6.4 UNTIL SUCH TIME AS THE PROPERTY IN THE GOODS PASSES TO THE BUYER (AND PROVIDED THE GOODS ARE STILL IN EXSISTANCE AND HAVE NOT BEEN RESOLD) THE SELLER 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 FORTH WITH, TO ENTER UPON ANY PREMISES OF THE BUYER OR ANY THIRD PARTY WHERE THE GOODS ARE STORED AND REPOSSESS THE GOODS.
- 6.5 THE BUYER SHALL NOT BE ENTITLED TO PLEDGE OR IN ANY WAY CHARGE BY THE WAY OF SECURITY FOR ANY INDEBTEDNESS ANY OF THE GOODS WHICH REMAIN IN THE PROPERTY OF THE SELLER, BUT IF THE BUYER DOES SO ALL MONIES OWING BY THE BUYER TO THE SELLER SHALL (WITHOUT PREDJUDICE TO ANY OTHER RIGHT OR REMEDY OF THE SELLER) FORTHWITH BECOME DUE AND PAYABLE.
- 7. WARRANTIES AND LIABILITY.
  - 7.1 SUBJECT TO THE TERMS AND CONDITIONS SET OUT BELOW 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 A PERIOD OF (0) MONTHS FROM THE DATE OF THEIR INITIAL USE OR MONTHS FROM DELIVERY, WHICH EVER IS THE FIRST TO EXPIRE, MANUFACTURERS WARRANTY CRITERIA ONLY APPLIES.
  - 7.2 THE ABOVE WARRANTY IS GIVEN BY THE SELLER SUBJECT TO THE FOLLOWING CONDITIONS:
    - 7.2.1 THE SELLER SHALL BE UNDER NO LIABILITY IN RESPECT OF ANY DEFECT IN THE GOODS ARISING FROM ANY DRAWING, DESIGN SPECIFICATION SUPPLIED BY THE BUYER.
    - 7.2.2 THE SELLER SHALL BE UNDER NO LIABILITY IN RESPECT OF ANY DEFECT ARISING FROM FAIR WEAR AND TEAR, WILLFUL DAMAGE, NEGLIGENCE, ABONORMAL WORKING CONDITIONS, FAILURE TO FOLLOW THE SELLERS INSTRUCTIONS ( WHETHER ORAL OR IN WRITING) MISUSE OR ALTERATION OR REPAIR OF THE GOODS WITHOUT THE SELLERS APPROVAL.
    - 7.2.3 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.
    - 7.2.4 THE ABOVE WARRANTY DOES NOT EXTEND TO PARTS, MATERIALS OR EQUIPMENT NOT MANUFACTURED BY THE SELLER, IN RESPECT OF WHICH THE BUYER SHALL ONLY BE ENTITLED TO THE BENEFIT OF ANY SUCH WARRANTY OR GUARANTEE AS IS GIVEN BY THE MANUFACTURER TO THE SELLER.
  - 7.3 SUBJECT AS EXPRESSLY PROVIDED IN THESE CONDITIONS AND EXCEPT WHEN THE GOODS ARE SOLD TO A PERSON AS A CUSTOMER (WITHIN THE MEANING OF THE UNFAIR CONTRACT TERMS ACT 1977) ALL WARRANTIES, CONTRACTS AND TERMS IMPLIED BY STATUE OR COMMON LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

- 7.4 WHERE THE GOODS ARE SOLD UNDER A CONSUMER TRANSACTION (AS STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS DEFINED BY THE CUSTOMER TRANSACTION (RESTRICTIONS ON STATEMENTS) ORDER 1976 THE STATUORY RIGHTS OF THE BUYER ARE NOT AFFECTED BY THESE CONDITIONS.
- 7.5 ANY CLAIMS BY THE BUYER WHICH IS BASED ON ANY DEFECT IN THE QUALITY OR CONDITIONS OF THE GOODS OR THEIR FAILURE TO CORRESPOND WITH THE SPECIFICATION SHALL (WHETHER OR NOT DELIVERY IS REFUSED BY THE BUYER) BE NOTIFIED TO THE SELLER IN 7 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 HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT.
- 7.6 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 OF THEIRS TO MEET SPECIFICATIONS IS NOTIFIED TO THE SELLER IN ACCORDANCE WITH THESE CONDITIONS. THE SELLERS SHALL BE ENTITLED TO REPLACE THE GOODS (OR THE PART IN QUESTION) FREE OF CHARGE AT THE SELLERS SOUL 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.
- 7.7 EXCEPT IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY THE SELLERS NEGLIGENCE, THE SELLER SHALL NOT BE LIABLE TO THE BUYER BY REASON OF ANY REPRESENTATION OR ANY WARRANTY, CONDITIONS OR OTHER TERMS, 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.
- 7.8 THE SELLER SHALL NOT BE LIABLE TO THE BUYER OR TO BE DEEMED TO BE IN BREACH OF CONTRACT BY REASON OF ANY DELAY IN PERFORMING, OR ANY FAILURE TO PERFORM ANY OF THE SELLERS OBLIGATIONS IN RELATION OF THE GOODS. IF THE DELAY OR FAILURE WAS DUE TO ANY CAUSE BEYOND THE SELLERS REASONABLE CONTROL.
- 8 INSOLVENCY OF BUYER.
- 8.1 THIS CLAUSE APPLIES IF.
- 8.1.1 THE BUYER MAKES ANY VOLUNTARY ARRANGEMENT WITH ITS CREDITORS OR BECOMES SUBJECT TO AN ADMINISTRATORS ORDER OR (BEING AN INDIVIDUAL OR FIRM) BECOMES BANKRUPT OR (BEING A COMPANY) GOES IN LIQUIDATION (OTHERWISE THAT FOR THE PURPOSES OF AMALGAMATION OR RECONSTRUCTION): OR
- 8.1.2 AN ENCUMBRANCER TAKES POSSESSION, OR A RECEIVERS APPOINTED, OF ANY OF THE PROPERTY OR ASSETS OF THE BUYER, OR
- 8.1.3 THE BUYER CEASES OR THREATENS TO CEASE, TO CARRY ON BUSINESS: OR
- 8.1.4 THE SELLER REASONABLY APPREHENDS THAT ANY OF THE EVENTS MENTIONED ABOVE IS ABOUT TO OCCUR IN RELATION TO THE BUYER AND NOTIFIES THE BUYER ACCORDINGLY.
- 8.2 IF THIS CLAUSE APPLIES THEN WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY AVAILABLE TO THE SELLER. THE SELLER SHALL BE ENTITLED TO CANCEL THE CONTRACT OR SUSPEND ANY FURTHER DELIVERIES UNDER THE CONTRACT WITHOUT ANY LIABILITY TO THE BUYER AND IF THE GOODS HAVE BEEN DELIVERED BUT NOT PAID FOR THE PRICE SHALL BECOME IMMEDIATELY DUE AND PAYABLE NOTWITHSTANDING ANY PREVIOUS AGREEMENT TO THE CONTRACT.
- 8.3 NOTWITHSTANDING THAT DELIVERY OF ALL OR ANY OF THE GOODS SOLD MIGHT HAVE BEEN TO THE PURCHASER, OWNERSHIP AND TITLE IN THE GOODS DO NOT PASS TO THE PURCHASER UNTIL SUCH TIME AS PAYMENT OF THE PURCHASE PRICE HAS BEEN MADE IN FULL TO EBS BARKER LTD.
9. GENERAL.
- 9.1 ANY NOTICE REQUIRED OR PERMITTED TO BE GIVEN BY EITHER PARTY TO THE OTHER UNDER THESE CONDITIONS SHALL BE IN WRITING ADDRESSED TO THAT OTHER PARTY AT ITS REGISTERED OFFICE OR PRINCIPAL PLACE OF BUSINESS OR SUCH OTHER ADDRESS AS MAY AT THE RELEVANT TIME HAVE BEEN NOTIFIED PURSUANT TO THIS PROVISION TO THE PARTY GIVING THIS NOTICE.
- 9.2 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.
- 9.3 IF ANY PROVISION OF THESE CONDITIONS IS HELD BY ANY COMPETENT AUTHORITY TO BE INVALID OR UNENFORCEABLE BY 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.
- 9.4 ANY DISPUTE ARISING UNDER OR IN CONNECTION WITH THESE CONDITIONS OR THE SALE OF THE GOODS SHALL BE REFERRED TO ARBRITATION BY A SINGLE ARBITRATOR OR (IN DEFAULT) NOMINATED ON THE APPLICATION OF EITHER PARTY BY THE PRESIDENT FOR THE TIME BEING OF MANCHESTER LAW SOCIETY.
- 9.5 THE CONTRACT SHALL BE GOVERNED BY THE LAWS OF ENGLAND.