

**TERMS AND CONDITIONS
(SALE OF GOODS AND SERVICES)**

1. DEFINITIONS

In these Terms and Conditions the following words shall have the following meanings:-

- "Company" means Dearleys Limited (1234188)
- "Goods" means the subject matter of the Contract including the raw materials, finished or semi-finished materials or articles and any goods supplied in substitution for or in replacement of or in addition thereto and any services connected with the sale of Goods described in the Order or in any specification of the Customer whichever shall be accepted by the Company.
- "Contract" means any agreements between any Company and the Customer of which these Terms and Conditions form part.
- "Customer" means the individual firm partnership company or other body however constituted acting as the buyer of Goods to be supplied either directly or indirectly or otherwise by the Company.
- "Order" means any order for Goods placed with the Company by a Customer

2. CONTRACT

- (1) These Conditions alone shall govern and be incorporated in every Contract. They shall apply in place of and prevail over any terms or conditions, (whether or not in conflict or inconsistent with these Conditions), contained or referred to in any document submitted by the Customer or in correspondence or elsewhere implied by trade, custom, practice or course of dealing unless specifically excluded or varied in writing by a director or other authorised representative of the Company and any printed conditions or other documents which may be attached to the Contract.
- (2) If, subsequent to any contract of sale which is subject to these Conditions, a contract of sale is made with the same Customer without reference to any conditions of sale or purchase such contract however made shall be deemed to be subject to these Conditions.
- (3) A quotation by the Company does not constitute an offer and the Company reserves the right to withdraw or revise the same at any time prior to the Company's acceptance of the Customer's Order.
- (4) Any Order issued by the Customer is subject to acceptance by the Company.
- (5) The Customer may not cancel any order once accepted by the Company without the written consent of the Company and the Customer will in any event be liable to the Company for all expenses or loss (including loss of profit) incurred by the Company in relation to any such cancellation.
- (6) Acceptance by the Customer of delivery of the Goods shall (without prejudice to the other provisions of this Condition 2 or any other manner in which acceptance of these Conditions may be evidenced) be deemed to constitute unqualified acceptance of these Conditions.

3. DESIGNS AND DRAWINGS

- (1) Where the Customer prepares designs or drawings at the request of the Customer:-
 - (a) the Customer shall retain copyright in such designs and drawings and until such approval has been received by the Company, the Company shall be under no liability to the Customer and any date for which the Goods have been specified for delivery shall not be binding on the Company; and
 - (b) corrections to Goods required by the Customer following inspection and approval of proofs by the Customer shall be at the Customer's expense and will be charged to the Customer.
- (2) Where the goods are manufactured to designs submitted by the Customer the Company shall be under no liability for the correct functioning of the Goods.
- (3) In respect of any third party dealing with the Goods the Customer shall be responsible and undertake that the Goods are safe and without risk to Health and safety and comply in all respects with relevant statutes regulations by-laws and standards in force at the date of delivery including without prejudice to the generality of the foregoing the Factories Act 1961 (as amended) and the Health and Safety at Work Act 1974 (as amended) and the Customer shall supply in respect of the Goods such information about the use of them as complies with the Health and Safety at Work Act 1974 or any amendments made thereto or changes or variations thereto at the date of the Contract and the proper evidence of all tests and examinations and research made in connection with the design of any defect from them.
- (4) The Customer's Order must be accompanied by sufficient detailed technical information to enable the Company to proceed with the Order forthwith.
- (5) The Company is entitled to assume that all drawings descriptions specifications and other information supplied by the Customer to the Company whether written or verbal in all respects is completely accurate and in accordance with the Customer's requirements and the Company accepts no responsibility for any errors omissions or other defects in any drawings, designs or specifications not prepared by the Company and the Company shall be indemnified by the Customer against all liabilities costs and expenses incurred by the Company arising from them and provided that the Goods or materials supplied are in accordance with the Customer's design standards and specifications the Company shall not be responsible for the suitability or quality of the Goods.
- (6) Unless expressly agreed in writing by the Company all drawings, designs, specifications and particulars of weights and dimensions submitted by the Company are approximate only and the Company shall have no liability in respect of any defect from them.
- (7) All drawings, designs, specifications and information submitted by the Company shall be treated as confidential and shall not be disclosed to any third party without the Company's written consent or used by the Customer other than for purposes authorised by the Company.
- (8) The Company reserves the right to make without notice any changes in materials specifications or design of the goods which having regard to all circumstances is considered reasonable or desirable but which do not affect the operational requirements of the Goods and such changes shall not affect the validity of the Contract.

4. PRICES

- (1) Unless otherwise stated all prices quoted are based on current material costs and operating costs (including wages) at the date of quotation but the Company reserves the right at any time prior to delivery of the Goods or provision of services to adjust the price to take account of any increase in the cost of raw materials labour services or any currency fluctuations affecting the cost of imported materials.
- (2) There shall be added to the price for the Goods or Services any value added tax and any other tax or duty relating to the manufacture transportation export import sale provision or delivery of the Goods or Services (whether initially charged on or payable by the Company or the Customer).
- (3) Unless otherwise stated the price does not include packing and delivery nor insurance but quotations in respect of packing, delivery and insurance can be obtained on request from the Company.
- (4) In the event that information given by the Customer to the Company differs from that on which the Contract is based and involves the alteration of the Contract the Company may increase the price quoted therein to cover any increase in costs that the alteration may incur and amend the delivery date.
- (5) After the Customer has accepted an Order the Company reserves any alteration in the Goods, the cost of such alteration shall be paid by the Customer to the Company on demand.
- (6) Unless otherwise stated origination expenses (including the cost of acquiring or adapting machinery to the Customer's manufacturing requirements) shall be added to the price and may be charged separately prior to delivery of the Goods.
- (7) Installation is not included in the prices unless specifically stated.

5. TERMS OF PAYMENT

- (1) Unless otherwise agreed in writing all sums become due and payable in accordance with the Contract under these Conditions and shall unless otherwise agreed in writing be made in full without any deduction or set-off within thirty days after the month in which an invoice is rendered by the Company unless such payment as payment has been received between the Company and the Customer.
- (2) When deliveries or individual jobs making up the Goods or services are spread over a period each consignment or job will be invoiced as despatched or completed and each month's invoice will be treated as a separate account and be payable accordingly.
- (3) Time for payment shall be of the essence of all Contracts between the Customer and the Company to which these Conditions apply. The Company reserves the right to refuse the provision of Goods to the Customer where any amounts are overdue under any contract with the Customer until all such amounts have been paid.
- (4) The Company reserves the right to charge interest at 4% over Barclays bank plc base rate (applying at the time) on all overdue accounts such interest being deemed to accrue on a day to day basis from the due date for payment until receipt by the Company of the full amount whether before or after judgment.
- (5) The Company reserves the right when genuine doubt arises as to the Customer's financial position or in the case of failure to pay for any Goods or services or any delivery or instalment as aforesaid security for payment has been provided.
- (6) If in the opinion of the Company and it's advisors the credit-worthiness of the Customer shall have deteriorated prior to manufacture or delivery of the Goods or the Company at any time at its discretion may increase the price prior to manufacture or delivery of the Goods or provision of services or security before continuing with the manufacture of or delivery of any Order.
- (7) Any extension of credit allowed to the Customer may be changed or withdrawn at any time.
- (8) Notwithstanding any purported contrary appointment by the Customer all payments made by the Customer to the Company shall be apportioned first to Goods which have been re-sold by the Customer and then to Goods which remain in the possession or under the control of the Customer.

6. DELIVERY, INSTALLATION OR COMPLETION

- (1) The delivery or completion date specified in any quotation, Order or the Contract is approximate only and not of any contractual effect and unless otherwise expressly stated time is not of the essence for delivery or completion of any Contract to which these Conditions apply and shall not be made by the service of any notice.
- (2) The Company will use all reasonable endeavours to deliver the Goods or complete the services by the date or dates agreed between the parties but the Customer shall not be entitled to refuse delivery on accounts of any delays.
- (3) Delivery shall be at the Customer's premises unless otherwise stipulated or agreed by the Company. The cost of delivery shall be included in the price but the Company shall incur an additional charge for delivery in the United Kingdom otherwise than by road carrier or for express delivery. Unless agreed in writing the Customer shall unload and inspect the Goods immediately upon their arrival at the Customer's premises. The Customer shall indemnify the Company against any and all claims liabilities costs or expenses arising as a result of the Company or its sub-contractors assisting the Customer in the unloading, loading or other removal of the Goods from the point of delivery.
- (4) The Company shall be under no liability for any delay in the performance of the Contract for any reason beyond its control including (but without limitation) Act of God, legislation, war, fire, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation of furtherance of a trade dispute or owing to any inability to procure materials or labour required for the performance of the Contract. In any event contemplated aforesaid occasioning a suspension of work for a substantial period of time either the Customer or the Company will have the option of terminating the Contract and the Customer will pay the cost of labour and materials expended at the date of termination and upon payment the property in the Goods in their undivided state will pass to the Customer and neither party will have a claim against the other for any further costs.
- (5) Deviations in quantity of Goods delivered (representing no more than 10% by value) from that stated in the contract shall not give the Customer any right to repudiate the Contract or to claim damages and the Customer shall be obliged to accept and pay at the Contract rate for the quantity of the Goods delivered and for the balance of the Goods which are delivered subsequently.
- (6) The Company shall be under no liability to make delivery of the Goods in respect of each instalment. Each delivery shall be considered a separate transaction subject to these Conditions and any failure to effect one delivery shall not affect the due performance of the Contract as regards other deliveries.
- (7) Should the Customer postpone delivery of any item of the Goods or if delivery instructions are delayed then the Company may arrange storage of the Goods and the Customer shall be liable to the Company for the reasonable costs (including insurance) of such storage which will be payable in accordance with Clause 4 hereof.
- (8) Without prejudice to any other right which the Company may have in respect of the Customer's refusal or failure to take delivery of the goods if the Customer refuses or delays delivery for a period of in excess of 30 days then the Company shall be entitled to serve written notice upon the Customer of its intention to terminate the Contract with immediate effect, to dispose of the Goods and to recover from the Customer any loss and additional costs incurred as a result of such refusal or failure and 7 days after deemed receipt by the Customer of such notice the Company shall be entitled but not obliged at the Company's option either to:-
 - (a) deliver the Goods to the Customer or
 - (b) dispose of the Goods at the best price reasonably obtainable but if the Goods are not easily realisable then in any way.
- (9) If the Customer wishes to take delivery of the Goods or commencement of the services a new date for commencement must be agreed in writing with the Company which is mutually acceptable for both sides. Any delay in reaching such agreement shall not preclude the Company from seeking payment of Goods which are ready for installation and have not been installed because the Customer has postponed the commencement of the services.
- (10) Time of delivery dates from acceptance of Order shall be extended in the event of late delivery of technical information drawings specifications or models by the Customer and in the event of any alteration in the Goods quoted for being required by the Customer or upon the delay by the Customer in paying any instalment of purchase price to the Company.
- (11) Where the Contract includes delivery:-
 - (a) Any claim for non-delivery must be made in writing to both the carriers and the Company within 10 working days of advice note or within such period as may be specified by the carrier, whichever is shorter.
 - (b) Any claims in respect of Goods damaged in transit or shortages in delivery must be made to both the carriers and the Company within 3 working days of delivery.
- (12) If the Customer fails to comply with any of the requirements of this paragraph or to do all things necessary to protect and further any claim which the Company may have against the carrier or does anything which adversely affects or invalidates such claim, then the Company shall not be liable to the Customer for non-delivery, damage in transit or shortages in delivery.

7. RISK & TITLE TO GOODS

- (1) Risk in the Goods shall pass to the Customer on delivery to the Customer or its agent or other person to whom the Company has been authorised by the Customer to deliver the Goods or immediately prior to loading where the Goods are being collected by the Customer its servants or agent from the Company's premises.
- (2) Any property of the Customer or in under the Company's possession or control and all property supplied to the Company on behalf of the Customer shall be held by the Company at the Customer's risk.
- (3) From the time of delivery until property in the Goods passes to the Customer in accordance with the remaining provisions of this Condition 7 the Customer shall insure the Goods for their full value with a reputable insurance company. Upon receipt, the Customer shall use reasonable endeavours to have the Company's interest in the Goods noted on the insurance policy. Until property in the goods passes to the Customer the Customer shall hold the proceeds of any insurance policy on the Goods in trust for the Company and shall forthwith account to the Company with such proceeds.
- (4) Notwithstanding sub clause (1) above legal ownership of the Goods shall remain with the Company which reserves the right to dispose of them until such time as payment has been received in full (together with any accrued interest) and all other amounts owed by the Customer to the Company in respect of any other contract for the sale of Goods or the Goods have been sold by way of bona fide sale for full market value and in the meantime the Customer holds them in trust for the Company and shall account to the Company in a fiduciary capacity.
- (5) Even when payment for the Goods has been received in full by the Company in respect of the Goods delivered under the Contract ownership of the Goods shall remain with the Company as aforesaid until payment has been received in full in respect of all other sums due from the Customer to the Company on any account and in the meantime the fiduciary relationship shall subsist.
- (6) The Customer acknowledges that he is in possession of the Goods solely in a fiduciary capacity for the Company until such time as title to the Goods passes to him and he shall:-
 - (a) part with possession of the Goods otherwise than in accordance with Condition 7(9)
 - (b) take proper care of the Goods and take all reasonable steps to prevent any damage to or deterioration of them;
 - (c) keep the Goods free from any charge, lien or other encumbrance and store the Goods in such a way to show clearly that they belong to the Company;
 - (d) notify the Company forthwith upon the happening of any of the events set out in Condition 13; and
 - (e) give the Company such information relating to the Goods as the Company may from time to time require.
- (7) As long as title to the Goods remains with the Company the Customer may not encumber them or purport to transfer title to them or security purposes. The Customer shall indemnify the Company by registering any rights in the letter of hypothecation or security attempts to size or exercise any lien over the Goods. The Customer shall bear the cost of any action resulting from such attempt or lien.

- (8) At any time when the Company has title to the Goods it may by notice in writing to the Customer to be given by posting to or leaving at the Customer's address determine the Customer's right to sell and to have possession of the Goods at any time after giving of such notice the Customer hereby irrevocably authorises and grants a licence to the Company and/or its representatives to enter upon any premises where the Goods are or are reasonably expected to be, with or without vehicles during normal business hours for the purpose of inspecting and/or repossessing the Goods and subsequently reselling them. The Customer undertakes to give the Company access to its premises and to the Goods and to enable the Company to take possession of the Goods and to note any keeper where the Company is authorised and entitled to give instructions of their removal. This right and licence shall continue to subsist notwithstanding the termination for any reason of any contract which is subject to these Conditions and is without prejudice to any accrued rights of the Company under such contracts or otherwise.
- (9) The Company reserves the right to repossess and re-sell any Goods to which it has retained title and the Company's consent to the Customer's possession of the Goods and any right the Customer may have to possession of the Goods shall in any event cease:-
 - (a) if any sum owed by the Customer to the Company (whether in respect of the Goods or otherwise) is not paid to the Company by the date when it is due; or
 - (b) upon the happening of any of the events set out in Condition 13; or
 - (c) if the Customer commits a breach of any contract with the Company.
- (10) The Company shall not attach, affix or annex the Goods to land without the written consent of the Company.
- (11) The Customer shall make available to the Company the Land Certificate for the purpose of effecting any entry under the Land Registration Legislation.
- (12) The Customer shall be entitled to offer for sale and sell the Goods at the best obtainable price in the ordinary course of its business as principal vis-à-vis sub-buyers and not as agent for the Company. The Company however shall be legally and beneficially entitled to the proceeds of sale and the Customer shall be obliged to pay the proceeds of sale into a separate bank account which shall be held by the Company and the Customer shall ensure that all such proceeds of sale are kept by or on behalf of the Customer in a separate and identifiable form. In particular but without prejudice to the generality of the foregoing the Customer shall not pay the proceeds of sale in any bank account which is overdrawn and the Customer acknowledges that as a consequence of its fiduciary relationship with the Company it is under a common law duty to the Company to hold the proceeds of any such sales on trust for the Company and not to mingle such proceeds with any other monies, such common law duty being unaffected by and wholly independent of the terms of these Conditions. Further forthwith upon receipt of the proceeds of the sale the Customer shall pay to the Company any of the aforesaid monies outstanding to the Company and shall not use or deal with the proceeds of sale in anyway whatsoever until such sums shall have been paid. Failure by the Company to store the Goods separately or to keep them in such a way that they remain identifiable as the property of the Company does not prejudice the claim of the Company to re-sell proceeds. The Customer is also obliged to pass on to the Company the proceeds of all claims against sub-buyers. The Customer will hold in full claims against sub-buyers on trust for the Company and the Customer and the Customer agrees to indemnify and hold the Company harmless against all claims and claims which the Customer may have against its sub-buyers or customers arising from such sales until payment is made in full as stated above.
- (13) Nothing in this clause shall in any way limit or modify the Customer's obligation to pay for the Goods and notwithstanding the provisions of this Condition 7 the Company shall be entitled to bring an action against the Customer for the price of the Goods in the event of non-payment by the Customer by the due date for payment. The Customer shall be deemed to have accepted the terms of this Condition and shall have the right by notice to the Customer at any time after delivery to pass property in the Goods to the Customer as from the date of such notice.

8. LIABILITY

- (1) The Company shall not be liable to the Customer:-
 - (a) for non-delivery unless a written claim is received by the Company within 3 days from the date of the Company's invoice or advice note, whichever is the earlier;
 - (b) for shortages in quantity delivered in excess of those permitted by Condition 6 unless the Customer notifies the Company of any claim for short delivery within 30 days of the date of delivery;
 - (c) for damage to or loss of the Goods or any part of them in transit (where the goods are carried by the Company's own transport or by a carrier on behalf of the Company) unless the Customer shall notify the Company of any such claim within five days of receipt of the goods or the scheduled date of delivery whichever shall be the earlier;
 - (d) for defects in the Goods caused by fair wear and tear, abnormal or unsuitable conditions or storage or use or any act, neglect or default of the Customer or of any third party;
 - (e) for other defects in the Goods unless notified to the Company within 7 days of receipt of the Goods by the Customer or where the defect would not be apparent on reasonable inspection within 3 months of delivery.
- (2) Where liability is accepted by the Company under Condition 8(1) the Company's only obligation shall be at its option to make good any shortage or non-delivery and/or to repair, replace or repair any Goods found to be damaged or defective and/or to refund the cost of such Goods to the Customer.
- (3) The Company shall not be liable for any loss, damage or liability of any kind suffered by any third party directly or indirectly caused by repairs or remedial work carried out without the Company's prior written approval and the Customer shall indemnify the Company against any and all claims and costs arising out of such claims to the extent that such repairs or remedial work have been performed by the Customer or its agents.
- (4) The Company shall not be liable for any loss, damage or liability of any kind suffered by any third party as a result of misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered Goods which give rise to such liability (as determined by net price invoiced to the Customer) in respect of any occurrence or series of occurrences.
- (5) Subject to this condition 8:-
 - (a) all conditions warranties and representations expressed or implied by statute common law or otherwise in relation to the Goods are hereby excluded;
 - (b) the Company shall be under no liability to the Customer for any loss damage or injury, direct or indirect, resulting from defects in design, materials or workmanship or otherwise howsoever arising (and whether or not caused by the negligence of the Company's employees or agents);
 - (c) the Company shall have no liability for any indirect or consequential losses or expenses suffered by the Customer, howsoever caused, and including without limitation loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.
- (6) In relation to Goods not of the Company's manufacture (including but not limited to parts and components supplied by others for Goods manufactured by the Company) the Company shall so far as it is able to do so give the Customer the benefit of any express guarantee or warranty by the manufacturer or supplier of such Goods and shall be deemed to have agreed immediately to be bound by the terms of such guarantee or warranty.
- (7) In the event of any claim under the foregoing warranty or under any condition or warranty implied by law or under any other express condition warranty or guarantee the following provisions shall apply:
 - (a) the Customer must not have fitted fixed painted or in any way altered the Goods;
 - (b) the Customer must have complied with all relevant instructions relating to the Goods;
 - (c) the Goods to be repaired or replaced shall be made available for collection by the Company at the original point of delivery and the expense of redelivery shall also be at the Customer's expense.
- (8) exchanged Goods will become the property of the Company.
- (9) The Company shall obtain all necessary consents for or ensuring the safety of such parts of the site and premises in its ownership or control which the Company is given access to in order to execute the Contract except to the extent that the Company accepts such responsibility which is limited to:
 - (a) the services including plant tools and equipment necessary to carry out the Contract which are provided by the Company or its authorised sub-contractors.
 - (b) the works executed in accordance with the Contract.
- (9) The Company's prices are determined on the basis of the limits of liability set out in this Condition. The Customer may by written notice to the Company request the Company to agree a higher limit of liability provided insurance cover can be obtained for such higher limit. The Company shall effect insurance up to such limit and the Customer shall pay upon demand the amount of any and all premiums. The Customer shall disclose such information as the insurers shall require. In no case shall the Customer be entitled to recover from the Company more than the amount recovered by the insurers.
- (10) The Company and its employees and sub-contractors shall be deemed to have agreed immediately to be bound by the sum specified in the Contract (or otherwise for £1 million) against the acts or defaults of their respective employees in connection with the Contract.
- (11) The Customer will ensure that the Company is given full and proper access of the site and premises specified in the Contract in order that the Company may use all necessary plant tools and equipment to carry out the Contract and bring the Goods onto the site without hindrance or interference.

9. CUSTOMERS MATERIAL

The Company shall not be liable for any faults or defects to the Goods arising out of the use of Customer's materials. No guarantee or warranty is given but subject to availability of capacity and facilities of the Company will endeavour to correct any such faults or defects at the Customer's expense and risk.

10. DRAWINGS AND INFORMATION

- (1) Unless otherwise agreed in writing any copyright or other industrial or intellectual property right in all specifications drawings or other technical information supplied to the Customer shall remain the property of the Company and shall not form part of the Contract. The Customer shall not publish or communicate with a third party the content thereof nor any particulars of the Goods supplied by the Company without the previous consent in writing of the Company.
- (2) In any event of it coming to the notice of the Company that any work done or any Goods to be supplied under this Contract infringe or are alleged to infringe any patent registered design copyright or other rights in the manufactured Goods then the Company shall have the right to cease the manufacture of the Goods and its sub-contractors shall ensure themselves generally in the future that they do not infringe any such rights and all claims that might be made by any person against the payments arising therefrom and shall pay to the Company the value of the work done on and used in the manufacture of the Goods prior to such cessation or manufacture.
- (3) If any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the goods by the Customer the Customer shall obtain such licence or consent at its own expense and the Customer shall indemnify the Company against any and all claims and costs incurred by or on behalf of the Customer in connection with the acquisition, carriage or use of the goods by the Customer resulting from such failure shall be for the Customer's account.

11. STRUCTURE

The Customer shall ensure that any structure to which the Goods are to be annexed and upon which any services to be provided by the Company shall be correctly designed and soundly constructed and suitable for the purpose of annexure. It is the responsibility of the Customer to bring to the attention of the Company any concealed services prior to any goods being annexed to the structures concerned.

12. SITE PREPARATION

- (1) If Goods are installed by the Company the Customer must allow the Company reasonable unrestricted access for such installation during normal working hours or as specified in the particular Contract.
- (2) It shall be the responsibility of the Customer to give to the Company sufficient notice in writing that the site is ready for work and that the Goods to be delivered may be installed or erected.
- (3) In the event that the Company shall be called to the site the Company shall not be able to carry out its obligations under this Contract or while the Company is on site the provision of services by the Company is delayed by a cause outside the control of the Company then in either of such cases the Customer shall reimburse the Company at the appropriate chargeable rate in respect of all labour materials transportation costs incurred or wasted.

13. TERMINATION

- (1) If the Customer (being an individual) enters into a voluntary arrangement or if a petition is presented for the making of a bankruptcy order against him or if the compounds with his creditors or (being a company) an application for an order is made or a resolution is passed for the winding-up of the Customer otherwise than for the purposes of reconstruction or amalgamation (previously approved in writing by the Company) or if a meeting is called to approve the appointment of a liquidator to the Customer or if a petition is presented to the Court for the appointment of a liquidator to the Customer or if a receiver, manager, administrative receiver or administrator is appointed or a petition is presented to the Court for an appointment of an administrator to the Customer or over any part of the Customer's undertaking or if circumstances arise which might entitle the Court or a creditor of the Customer to appoint a receiver, manager, administrative receiver or administrator or which might entitle the Court to make a winding-up order or if the Customer's goods or suffers any similar or analogous action in consequence of debt or commits a breach of any Contract between the Company and the Customer the Company may with prejudice to any of its other rights stop any Goods in transit and/or suspend further deliveries to the Customer and/or by notice in writing to the Customer terminate any Contract with the Customer.
- (2) Upon termination of any Contracts pursuant to Condition 13(1) any indebtedness of the Customer to the Company shall become immediately due and payable and the Company shall be relieved of any further obligation to supply any Goods to the Customer pursuant to such contracts.

14. ENTITLEMENT TO ASSIGNMENT

The Company shall be entitled to assign or sub-contract this Contract or any part hereof. Failure by the Company to enforce any of these terms or conditions shall not be construed as a waiver of any of its rights hereunder.

15. LIEN

The Company shall be entitled to a general lien on all goods and property owned by the Customer in the Company's possession (although the Customer may have paid for the same in full) in satisfaction of the whole or part of the case by the unpaid price of any Goods sold and delivered to the Customer under this Contract. The Company shall be entitled to offset any sum or sums owing to it from the Customer against any sums owed by the Customer to the Company.

16. HEADINGS

The headings of these Conditions do not form part of the Conditions and shall not affect their interpretation.

17. NON PERFORMANCE BY THE BUYER

The Company reserves the right to cancel and/or delay performance of any Contract in the event of material or persistent non-performance by the Customer in relation to any contract between the Customer and the Company.

18. SEVERABILITY

If any of these Conditions are held to be invalid, illegal or unenforceable in any respect whether in whole or in part such invalidity, illegality or unenforceability shall not prejudice the effectiveness of the rest of these Conditions or the remainder of any part of a Condition affected.

19. WAIVER

Failure by the Company to exercise or enforce any rights under any contract subject to these Conditions shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right at any time thereafter.

20. NOTICES

Any notice hereunder shall be in writing and be deemed to have been duly given if delivered personally or sent by pre-paid first class post (airmail if to an address outside the United Kingdom) telex or telefax to the party concerned at its last known address. Notices delivered personally shall be deemed to have been given when delivered, notices sent by first class post shall be deemed to have been given within 48 hours of posting (fourteen days if given by airmail) and notices sent by telex or telefax shall be deemed to have been given on the date of despatch. The Customer must within 14 days advise the Company of any change of address.

21. JURISDICTION

The validity construction and performance of this Contract shall be governed by the Laws of England and Wales and the Customer and the Company submit to the Non Exclusive jurisdiction of the English Court.