

Terms and Conditions of Sale of Goods

Orders placed by any means, including telephone, facsimile or e-mail are subject to these Terms & Conditions of Sale.

1 Definitions

- 1.1 In these Conditions the following expressions shall have the following meanings: "**The Company**" means Blanson Limited, registered no.5323799 whose registered office is at Unit B, Coventry Road, Narborough, Leicester LE19 2GG; "**The Contract**" means any contract between the Company and the Customer for the sale of Goods incorporating these Conditions; "**The Customer**" means the person, firm or company who purchases the Goods from the Company. "Goods" means any goods (including any part or parts of them) which are to be sold by the Company and purchased by the Customer pursuant to the Contract, "**INCOTERMS**" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. "**Working Day**" means any day of the week except a day which is a Saturday, a Sunday or a bank, public or statutory holiday in England and Wales.

2 General

- 2.1 Each order for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods subject to these Conditions. It is the Customers obligation to ensure that the terms of its order and any applicable specifications are complete and accurate.
- 2.2 Any quotation or estimate given by the Company is given subject to these Conditions and is an invitation to the Customer to place an order and thereby make an offer open to acceptance by the Company.
- 2.3 Without prejudice to the right of the Company not to accept an order, quotations will be valid for 30 days from time of issue unless withdrawn earlier by the Company.
- 2.4 Any order may be accepted entirely at the discretion of the Company. No order placed by the Customer shall be deemed to be accepted by the Company until the earliest of the Company:
- (a) Commencing manufacture of the Goods; or
 - (b) Appropriating Goods to the Customer's order; or
 - (c) Despatching the Goods to the Customer; or
 - (d) Issuing a written acknowledgement of order.

- 2.5** Subject to any variation under Condition 2.5 these conditions are the only conditions upon which the Company transacts business and shall be incorporated in the Contract to the exclusion of all other terms and conditions including but not limited to any terms or conditions specified or referred to in any order placed by the Customer or in any other document sent to the Company by the Customer. Any reference in any document forming part of or evidencing the Contract (including but not limited to any order design drawing specification or other similar document) to any terms or conditions of purchase or business of the Customer shall not have the effect of incorporating any such terms or conditions in the Contract.
- 2.6** Any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed, in writing, executed by the Company.
- 2.7** In addition to these Conditions, the Company may from time to time specify terms of trading regarding such matters as, without limitation, credit terms, carriage, minimum order sizes and packaging; details of such terms of trading are available upon request from the Company and are hereby incorporated into these Conditions.

3 Prices

- 3.1** Unless otherwise agreed by the Company in writing the price for the Goods shall be the price set out in pounds sterling in the Customer's purchase order for the Goods (if any), or if none, the price set out in pounds sterling in the Company's quotation for the Goods..
- 3.2** All prices are exclusive of Value Added Tax which (if applicable) shall be payable by the Customer in addition when it is due to pay for the Goods.
- 3.3** Unless otherwise agreed in writing by the Company all prices are exclusive of all costs or charges in relation to packaging, labelling, loading, unloading, carriage, freight, and insurance all of which amounts the Customer will pay, where appropriate, in addition when it is due to pay for the Goods.
- 3.4** Samples of Goods which are not made to the Customer's design supplied to the Customer for approval will be charged at normal selling price and the price for such samples will be refunded in full upon return of the Goods to the Company. Samples of Goods made to the requirements of the Customer will be charged to the Customer at cost and are non-returnable.

4 Delivery

- 4.1** Delivery of the Goods shall be made to the Customer at the place specified in the Contract or as agreed between the parties in writing. If the place specified or agreed for delivery is inside the European Union delivery shall be made to the place specified or agreed. If the place specified or agreed for delivery is outside the European Union delivery shall be made DDU to the place specified or agreed. If no place for delivery is specified or agreed, delivery shall be ex works at the Company's premises at Unit B, Coventry Road, Narborough, Leicester, LE19 2GG.

4.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate only and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time. Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence) nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.

4.3 If for any reason the Customer fails to accept delivery of any of the Goods when they are made available for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisation then

- (a) the Goods will be deemed to have been delivered; and
- (b) risk in the Goods shall pass to the Customer when the Goods are ready for delivery (including but not limited to any risk in connection with loss or damage caused by the Company's negligence); and
- (c) the Company may:
 - (i) store the Goods until collection by the Customer whereupon the Customer will be liable for all related costs and expenses (including without limitation any costs of storage, re-delivery and insurance): or
 - (ii) sell the Goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Customer for any shortfall below the Contract price.

4.4 The Company shall be entitled to make delivery of the Goods by instalments and to invoice the Customer separately for each instalment in accordance with the provisions of the Contract.

4.5 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

5 Non-Delivery

5.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 14 Working Days of the date when the Goods would in the ordinary course of events have been received.

- 5.3** Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time.

6 Inspection

- 6.1** The Customer shall inspect the Goods immediately upon delivery for the purpose of ascertaining:
- (a) That the quantity of Goods delivered corresponds with the Contract;
 - (b) that the Goods are as described in the Company's delivery note;
 - (c) Whether the Goods have been damaged in transit: and
 - (d) That the Goods meet all accreditation and certification requirements.
- 6.2** Any discrepancy between the Goods delivered and those described in the Contract and any damage to the Goods in transit must be notified to the Company in writing within three Working Days of the Customers delivery.
- 6.3** The Customer will be deemed to have accepted the Goods as being in accordance with the Contract unless the Customer notifies the Company in writing of any defect or other failure of the Goods to conform with the Contract within 3 Working Days of the date of delivery of the Goods where the defect or failure would be apparent upon reasonable inspection and testing of the Goods and within a reasonable time where the defect or failure would not be so apparent within (3) Working Days of the date of delivery, failing which the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

7 Payment

- 7.1** Payment for the Goods shall be made not later than the last day of the month following the month in which the Goods were delivered in the currency for payment specified in the Customer's purchase order ("the Payment Currency"). The amount payable by the Customer in the Payment Currency shall be calculated by converting the price payable in pounds sterling calculated in accordance with Condition 3.1 at the exchange rate applicable on the date when the Company's invoice is issued to the Customer.
- 7.2** Time for payment shall be of the essence.
- 7.3** If the Customer fails to comply with its payment obligations the Company may withhold delivery of any part of the Goods remaining to be manufactured, suspend its performance of any other contract between it and the Customer or require the Customer to pay for Goods prior to their delivery.
- 7.4** If any sum due from the Customer to the Company under the Contract or any other contract is not paid on or before the due date for payment, all sums owing from the Customer to the Company shall immediately become due and

payable, and the Company shall be entitled to charge the Customer collection costs, the cost of obtaining judgement or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.

- 7.5** All amounts due from the Customer in payment for the Goods which are not paid on or before their due date for payment shall bear interest calculated on a daily basis both before and after judgment until actual payment at the rate of 8% per annum above Bank of England's base lending rate prevailing from time to time until payment is made in full.
- 7.6** The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise.

8 Passing of Legal Title and Risk

- 8.1** The Goods shall be at the risk of the Customer from the time of delivery.
- 8.2** Legal title to and property in the Goods shall remain vested in the Company (even though they have been delivered and risk has passed to the Customer) until payment in full in cash or cleared funds for all of the Goods has been received by the Company and all other money payable by the Customer to the Company on any other account under the Contract or any other contract has been received by the Company:
- 8.3** Until legal title to and property in the Goods passes to the Customer the following provisions shall apply: -
- (a) The Customer shall hold the Goods on a fiduciary basis as the Company's bailee:
 - (b) The Customer shall store the Goods at its premises in a proper manner in conditions which adequately protect and preserve them without charge to the Company and shall insure them and shall not tamper with any Company identification upon the Goods or their packaging but shall ensure that they are clearly identifiable as belonging to the Company.
 - (c) The Company shall be entitled to examine the Goods in storage at any time during normal business hours and upon giving the Customer reasonable notice of its intention to do so and to enter upon any premises owned or occupied by or access to which is controlled by the Customer for that purpose.
- 8.4** The Company shall be entitled to maintain an action against the Customer for the price of the Goods notwithstanding that legal, equitable and beneficial title to and property in the Goods has not passed to the Customer.
- 8.5** The Company hereby authorises the Customer to use and/or sell the Goods in the normal course of the Customer's business and to pass good title in the Goods to its customers, if they are purchasers in good faith without notice of the Company's rights. This right shall automatically cease on the occurrence of any event set out in Condition 8.6 and/or if any sum owed to the Company by the Customer is not paid when due.

- 8.6** The Customer's right to possession of the Goods shall terminate immediately if:
- (a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal) or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
 - (b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
 - (c) the Customer encumbers or in any way charges any of the Goods; or
 - (d) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions (a) to (c) inclusive.
- 8.7** The Customer grants the Company, its agents, sub-contractors and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.
- 8.8** Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.
- 8.9** On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this Condition 8 shall remain in effect.

- 8.10** The rights and remedies conferred upon the Company by this Condition 8 are in addition to and shall not in any way prejudice, limit, or restrict any other rights or remedies of the Company under the Contract.

9 Force Majeure

- 9.1** If the Company is delayed or prevented from performing the Contract or any part of it by any circumstance beyond its reasonable control including (without limitation) strikes, lock outs or other industrial action (whether of the affected party's own employees or others), fire, severe weather conditions, decisions or actions of any government or other authority, shortages of materials, power, transport or other goods or services, machinery breakdown or failure, war, threat of war, interruption or reduction in communications or means of transport, revolution, act of terrorism, riot or civil commotion, then the Company reserves the right to suspend the Contract in whole or in part without liability to the Customer for so long as it is so delayed or prevented or hindered and such suspension shall not constitute a breach of the Contract on the part of the Company.
- 9.2** If suspension of performance of the Contract under Condition 9.1 continues for a continuous period of more than eight consecutive weeks either the Company or the Customer may by notice in writing to the other terminate the Contract.
- 9.3** Any termination of the Contract in accordance with Condition 9.2 shall be without prejudice to the Company's right to be paid in accordance with the Contract for any part of the Goods which may have been despatched to the Customer prior to the suspension or cancellation of performance of the Contract and to be reimbursed all other costs, charges and expenses incurred by the Company pursuant to the Contract up to the date of such notice of termination where it is given by the Company and up to the date of receipt thereof by the Company where it is given by the Customer.

10 Warranty

- 10.1** The Company warrants that (subject to the other provisions of these Conditions) on delivery the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 10.2** The Company shall not be liable for a breach of the warranty in Condition 10.1 unless the Customer has returned the Goods to the Company (at the Company's expense) together with written notification of such alleged defect within 7 days of the time when the Customer discovers or ought to have discovered the defect and in any event within 12 months of the delivery of the Goods to the Customer and performance of any one of the following options shall constitute an entire discharge of the Company's liability under the Warranty in Condition 10.1. The Company shall at its sole discretion and within a reasonable time either;
- (i) Replace such defective Goods with goods which are in all respects in accordance with the Contract; or

- (ii) Repair or make good such Goods free of charge (including all costs of transportation of any Goods or materials to and from the Customer for that purpose) to the Customer; or
- (iii) Agree with the Customer that the Customer will retain the defective Goods in the condition in which they are in consideration of a reduction in their price to compensate the Customer for the defect or failure; or
- (iv) Issue a credit note to the Customer under this Condition 10 in respect of the whole or part of the Contract price of such defective Goods.

Performance of any one of the options in this Condition 10.2 shall constitute an entire discharge of the Company's liability under the warranty in Condition 10.1.

- 10.3** If the Company elects to replace the Goods in accordance with Condition 10.2(i) it shall at its own expense deliver the replacement goods to the Customer at the address at which the defective Goods were located and the title to such defective Goods shall (if it has vested in the Customer) re-vest in the Company and the Customer shall make any such arrangements as may be necessary for the purpose of delivering up such Goods to the Company.
- 10.4** If the Company elects to repair or make good the Goods in accordance with Condition 10.2(ii) and such work is to be carried out at the Customer's premises the Customer shall grant the Company and its employees, agents and sub-contractors safe and unrestricted access to the Goods on such premises to permit such repair.
- 10.5** The warranty contained in the Condition 10. is the only warranty which shall be given by the Company and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.6** The Company shall be under no liability under the warranty at Condition 10.1 above:
 - (a) In respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;
 - (b) If the total price for the Goods has not been paid by the due date for payment;
 - (c) In respect of any Goods manufactured or appropriated to the Contract in accordance with any design, specification, instruction or recommendation made to the Company by the Customer where the Goods are manufactured or appropriated in accordance with such design, specifications, instructions or recommendations;

- (d) In respect of any type of defect, damage or wear specifically excluded by the Company by notice in writing; or
- (e) If the Customer makes any further use of the Goods after giving notice in accordance with Condition 10.2;
- (f) In respect of any defect, or damages which would have been revealed as a result of an inspection carried out in accordance with Condition 14.

10.7 All illustrations and dimensions shown in any Company catalogue or sales literature are approximate, and the Company gives no warranty or representation that the Goods will in all cases be identical with the illustrations and dimensions.

11 Limitation of Liability

11.1 Subject to Condition 5, Condition 6.3 and Condition 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of these conditions;
- (b) any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these conditions excludes or limits the liability of the Company:

- (a) for death or personal injury caused by the Company's negligence; or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter for which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.

11.4 Subject to Conditions 11.2 and 11.3:

- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to:
 - (i) in respect of accidental death, injury, damage or damage to property as a consequence of use of the Goods £1,000,000; and

- (ii) in respect of liability for accidental death, injury, disease or damage to property resulting from the acts or omissions of the Company, except where such liability arises as a consequence of the use of the Goods £5,000,000; and
- (iii) in respect of all other liability the price payable under the Contract.

12 Tooling

12.1 Unless expressly agreed in writing to the contrary all tooling used in the manufacture of the Goods and all intellectual property rights relating to the design and manufacture of such tooling will remain the property of the Company.

13 Sub-contracting and Assignment

13.1 The Company shall be entitled to sub-contract assign charge or transfer the Contract or any part of it in each case to any person.

13.2 The Customer shall not assign, charge subcontract or otherwise transfer the Contract or any part of it without the prior written consent of the Company.

14 Testing and Inspection prior to delivery

14.1 If the parties have agreed in writing for testing or inspection of the Goods by or on behalf of the Customer prior to delivery whether at the Company's premises or elsewhere, then upon the Company giving notice of availability of the Goods for testing the Customer and/or its authorised agents may inspect and/or test the Goods within 7 Working Days of receipt of such notice. If the Customer or its representative fails to complete such inspection or testing within 7 Working Days of receipt of such notice of availability, or if within 14 Working Days of the date of such notice the Customer has not notified the Company that the Goods are not in accordance with the Contract then the Customer shall be conclusively deemed to have accepted that the Goods are in accordance with the Contract and shall not thereafter be entitled to reject the Goods or to claim damages or compensation from the Company on the grounds of anything which such testing and/or inspection revealed or would have revealed if it had been carried out.

15 Designs, Drawings, Specifications and other data

15.1 The Customer shall be solely responsible for the accuracy of any designs drawings specifications and other data supplied to the Company by the Customer its employees, agents or sub-contractors and in conformity with which the Company is to manufacture the Goods notwithstanding that the Company may have examined inspected studied or commented to the Customer upon any such designs drawings specifications or other data.

15.2 In addition to any other remedy available to the Company, the Customer irrevocably and unconditionally agrees to indemnify the Company in full and on demand and keep the Company so indemnified from and against all

claims, demands, actions, proceedings and all damages, losses, costs and expenses (including legal and other professional advisers' fees and all economic loss whether direct or indirect (including loss of profit, future revenue, reputation or goodwill and anticipated savings)) which are made or brought against or incurred or suffered by the Company directly or indirectly and whether wholly or in part resulting from any claim by a third party that the manufacture or sale of the Goods by the Company in accordance with such designs drawing specifications or other data provided to the Company infringes the intellectual property rights of any third party;

- 15.3** If the Company is required in connection with the manufacture of the Goods to carry out any research or development work all intellectual property rights in the Goods or relating to the manufacture thereof shall be the absolute property of the Company and the Customer shall keep confidential all information disclosed by the Company to it concerning such research and development work and shall not exploit such information for its own purposes without the prior written consent of the Company provided that the foregoing provision shall not prevent the Customer from selling or using the Goods.

16 Termination

- 16.1** Without prejudice to any rights that have accrued under the Contract or any of its other rights or remedies, the Company may terminate the Contract without liability to the Customer:

- (a) on giving [three] months' notice in writing; or
- (b) immediately by giving written notice to the Customer if:
 - (i) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
 - (ii) the Customer commits a breach of any material term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
 - (iii) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
 - (iv) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of

its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

- (v) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Customer; or
- (vi) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or
- (vii) a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver; or
- (viii) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of Customer; or
- (ix) the Customer, being an individual, is the subject of a bankruptcy petition or order; or
- (x) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (xi) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 16.1(c) to Condition 16.1(k) (inclusive); or
- (xii) the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (xiii) the Customer, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

16.2 On suspension or termination of the Contract for any reason the Customer shall pay the Company in accordance with the Contract for all Goods delivered up to and including the date of suspension or termination and the termination of the Contract for any reason whatsoever shall not affect the rights or remedies of either party in respect of any antecedent breach or in respect of any sums owing or to become owing to the other, and save where the Contract is terminated by the Company in accordance with Condition 16.1 the Customer shall indemnify and keep indemnified the Company against any loss liability or expense incurred by the Company in connection with the Contract including (without limitation) loss of profit, liabilities and expenses in

connection with raw materials and tooling obtained or produced for the purposes of the Contract and the cost of labour and overhead expenses reasonably attributable to the Contract. The provisions of this Condition 16.2 shall survive termination of the Contract for any reason.

17 Waiver

17.1 The rights and remedies of the Company in respect of the Contract or in respect of any failure by the Customer to observe or comply with the terms thereof shall not be diminished waived or extinguished by the granting or any indulgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies.

18 Third Party Rights

18.1 A person who is not a party to the Contract (including without limitation any employees, officer, agent, representative or sub contractor or either party) shall not have any right to enforce any term of the Contract which expressly or by implication confers a benefit on that person.

19 Lien

19.1 Without prejudice to any other rights and remedies which the Company may have under the Contract, the Company shall in respect of all debts owed by the Customer to the Company have a general lien on all goods and property belonging to the Customer in the Company's possession and shall be entitled upon the expiration of 14 days notice to the Customer to dispose of such goods or property as the Company thinks fit and to apply any proceeds of sale thereof towards the payment of such debts

20 Severance

20.1 If at any time any one or more of these Conditions (or any part thereof) is held to be or becomes void or otherwise unenforceable for any reason the same shall be deemed omitted from these Conditions and the validity and/or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired.

21 Headings

21.1 The headings are for ease of reference only and shall not affect the construction of these Conditions.

22 Notices

22.1 Any notice given pursuant to these Conditions shall be in writing, sent by first class post or facsimile transmission, and

- (a) In the case of a notice to the Company, be sent to it at the address stated upon its acceptance or acknowledgment of order from time to time or such other address as the Company

shall from time to time notify the Customer and marked for the attention of the Managing Director; and

- (b) In the case of a notice to the Customer being sent to it at its registered office (if it is a company) or (in any other case) to such address of the Customer as shall be notified to the Company by the Customer in writing from time to time.

22.2 Notices shall be deemed to have been received:

- (a) If sent by pre-paid first class post, 2 days after posting (exclusive of the day of posting):
- (b) If sent by facsimile transmission, at 10.00am local time on the first usual business day in the country of receipt following dispatch, subject to being able to show that the notice was sent to the correct telephone number.

23 Compliance with Regulatory Requirements

23.1 The Customer shall be responsible for obtaining any necessary import licences or permits necessary for the entry of the Goods into the country where the Goods are to be delivered, and the Customer shall be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation of the Goods..

23.2 Subject to the other provisions of these Conditions the Customer shall be responsible for ensuring that the Goods comply with all legislative or regulatory requirements governing the use or sale of the Goods in the country where such goods are to be delivered or sold,

24 Law and Jurisdiction

24.1 The Contract shall be governed by and construed in all respects in accordance with English Law and the Company and the Customer hereby submit to the exclusive jurisdiction of the English Courts.