

MAGE FASTENERS LIMITED

General Conditions of Sale

NOTE: Your particular attention is drawn to the provisions of Condition 10

1. General

1.1 The terms and conditions set out below (as amended from time to time by Seller by notice in writing to Buyer or by notice on Seller's Website), (the "Conditions") shall form part of every contract between Seller and Buyer for the sale and purchase of Products (a "Contract") and shall apply to any dealings between Seller and Buyer to the express exclusion of any other terms and conditions (including any which Buyer purports to apply under any purchase order, confirmation of order, acknowledgement of delivery, Specifications or any such other documents or by endorsement upon the documents issued by Seller or otherwise).

1.2 No addition to, or modification of, any provision of these Conditions, or any representation, advice or recommendation relating to the Products given by any representative of Seller, shall be binding upon the parties unless made in writing and signed by an authorised representative of each of the parties with the intention of modifying or supplementing these Conditions being clearly expressed.

2. Interpretation

2.1 In these Conditions the following words and expressions shall have the following meanings: "Buyer" means the person who purchases the Products from Seller; "Group" means any parent company for the time being of the Seller or any subsidiary for the time being of the Seller or of any such parent company (for which purpose the expressions "parent company" and "subsidiary" shall have the meanings ascribed to them by section 1162 and schedule 7 of the Companies Act 2006); "Intellectual Property Rights" means patents, trade marks, registered designs, copyright, design rights (including those existing in semiconductor topographies, computer software and spread sheets), know-how, confidential information, and any similar rights anywhere in the world or any applications for any of the above; "Losses" means all losses, claims, liabilities, judgments, orders, awards, costs, fees, charges, expenses, interest, and damages of any kind irrespective of whether they were reasonably foreseeable or avoidable; "Order Acceptance" means a written acceptance of an order issued by an authorised signatory of Seller in accordance with Condition 3.2; "Products" means any goods which are offered for sale in Seller's Catalogue, or which the Seller otherwise offers and/or agrees to sell; "Sample" means, in relation to a sale by sample, the sample provided by Seller, subject to any tolerances or other variations reflected in any specifications or guidance notes supplied by Seller in relation to the sample, which an authorised signatory of Seller confirms is applicable to the Contract in the Order Acceptance; "Seller" means Mage Fasteners Limited of 7 Willow Court, Bourton Industrial Estate, Bourton on the Water, Gloucestershire GL54 2HQ, United Kingdom

and its successors and assigns; "Seller's Catalogue" means Seller's product catalogue, as published by Seller from time to time including any catalogue on Seller's Website; "Seller's Website" means www.magefasteners.co.uk or any successor website; "Specifications" means the specifications for the relevant Product as set out in the latest publication of Seller's Catalogue at the time such Product is ordered, or, in the case of custom-made products, the specifications for the same which an authorised signatory of Seller has confirmed are the final specifications for Product, or, in the absence of any such specification, the specifications that Seller may, acting reasonably, determine to be appropriate from time to time; "Working Day" means any of Monday to Friday inclusive in any week but excluding statutory public holidays.

2.2 In these Conditions: headings are for convenience only and shall not affect their interpretation; references to a "person" include any individual, company, corporation, firm, partnership, association, organisation, institution, trust or agency, whether or not having a separate legal personality; words in the singular shall include the plural and vice versa as the context admits or requires; any reference to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as time to time amended, consolidated, modified, extended, re-enacted or replaced; and the word "including" shall, unless the context otherwise requires, mean "including without limitation".

3. Quotes and Orders

3.1 Any quotes issued by the Seller are valid for 30 days from the date of the quote, unless otherwise specified by Seller, but are not binding until an order is accepted by Seller in accordance with Condition 3.2.

3.2 Each order for Products made by Buyer shall be deemed to be an offer by Buyer to purchase the Products specified in the order on the terms and conditions set out in these Conditions. An order is not binding on Seller until it is accepted by Seller issuing the Order Acceptance or (if earlier) by Seller either commencing manufacture of the Products or samples, apportioning the Products to Buyer's order or dispatching the Products to Buyer.

3.3 Once accepted, an order may only be cancelled, varied or suspended by Buyer with the express prior written agreement of Seller.

3.4 The quantity and type of Products ordered shall be as set out in the order form or, if different, on the Order Acceptance. The minimum quantity of any Product ordered is a complete inner box quantity according the Seller's standard packaging specification. The minimum value of any order is £100.

4. Descriptions, Samples and Literature

4.1 All drawings, specifications and advertising issued by Seller and any descriptions, details or illustrations contained in any Seller's Catalogue are issued or published for the sole purpose of

giving an approximate idea of the Products described in them and will not be relied on by Buyer or form part of the Contract except as may otherwise be expressly provided herein.

4.2 Any typographical, clerical or other error or omission in any Seller's Catalogue, quote, price list, acceptance of offer, Order Acceptance, label, packaging, invoice or other document or information issued by Seller may be corrected by Seller, without liability to Buyer, at any time either by correcting any such matter in public or by publishing the correction on Seller's Website or by notifying Buyer in writing and such correction shall be binding upon Buyer forthwith.

4.3 Except as otherwise required by law, the Contract shall not be: (a) a sale by sample (even if samples have been provided) unless Seller expressly states on the Order Acceptance that the Contract is to be a sale by sample; or (b) a sale by description even if a description has been provided.

5. Specifications

5.1 Seller shall be entitled to make any changes to any Specifications from time to time as it may determine in its absolute discretion.

5.2 In respect of any Specifications supplied to Seller by or on behalf of Buyer or variations to Specifications made at the request of Buyer, Buyer warrants, represents and undertakes that such Specifications (i) fully and accurately reflect Buyer's requirements for the Products to be made pursuant to such Specifications, (ii) are complete and fit for the purpose of Seller producing and/or supplying (if agreed) Products complying with such Specifications and will result in Products which are fit for Buyer's purpose, (iii) will not infringe the Intellectual Property Rights of any third parties and Seller, its Group and agents are entitled to use any Intellectual Property Rights comprised in such Specifications (or in tooling used in connection with the manufacture of the same) or in any product or process described in the Specifications for the purposes of manufacturing the Products, (iv) will comply with all applicable laws and regulations. Further, Seller shall not be responsible for ensuring that any Products comply with any applicable statutory or European Community safety or other requirements if the Specifications for such Products have been provided by, or developed or varied pursuant to a request of, Buyer.

5.3 Except as otherwise expressly provided in the Contract or agreed in writing between Seller and Buyer, Seller shall own all of the Intellectual Property Rights created by Seller, its Group or agents in the course of the performance of the Contract or otherwise in connection with the manufacture of the Products or the tooling used in connection with the same.

6. Price

6.1 The price of the Products shall be the price specified in the applicable quote or, in the absence of an applicable quote, the price set out in Seller's price list in force as at the time the

order is accepted, or such price as may otherwise be notified by the Seller (the "Price"). Packaging materials will be charged at cost and are non-returnable (save that no charge will be made for Euro-pallets if these are returned at the Buyer's cost or are exchanged on the next delivery). The Price reflects the limitations on liability set out in these Conditions but, if requested by Buyer, Seller will advise Buyer of the additional costs which would apply if Seller agrees to any variations to such limitations on liability.

6.2 In addition to the foregoing, the following charges will apply in respect of the sale of Products hereunder:

6.2.1 A late order surcharge of £30 will apply to Products ordered after 4.00pm on a Working Day for dispatch on the next Working Day. The Seller does not guarantee that Products will be so dispatched (but, in this event, the late order surcharge will not be applied);

6.2.2 For orders under £500, the Seller's delivery costs will be added to the invoice at actual rate charged by transporter.

6.2.3 In the event that special delivery arrangements are to apply, and in the absence of separate agreement as to the same, the transport costs will be invoiced in full as per the actual costs incurred by the seller.

6.2.4 In respect of orders for the purchase of nylon-headed or powder-painted fasteners for quantities under 1,000 pieces (but subject to Condition 3.4) the following small production batch surcharge will apply for each such item:

6.2.4.1 £24.50 per order item for those in standard colours (comprising []);

6.2.4.2 £48.75 per order item for those in special colours (being non-standard colours, but excluding any special colour match)

6.2.4.3 £200 for a special colour match.

The charges set out in this Condition 6.2 are effective as of 1st January 2010, but are subject to revision from time to time (and such prices as revised will apply to the sale of Products hereunder). The Buyer should contact the Seller to obtain details of current costs. The Seller further reserves the right to charge in respect of and/or to pass on any transport surcharges or additional costs which may be imposed by the transport company and/or carrier in respect of delivery (including, but not limited to, any fuel surcharge).

6.3 Seller reserves the right, by giving notice to Buyer at any time before delivery, to increase the Price to reflect any increase in the cost to Seller of supplying any Products which is due to (i) any factor beyond the reasonable control of Seller, (ii) any increase in the cost of labour or

materials including any storage costs if the Products are not collected or delivered in accordance with the Contract, (iii) any variation requested by Buyer to delivery dates, quantities, Specifications or the scope of Seller's instructions, (iv) any delay or additional work or materials caused by any instructions, neglect or default of Buyer, or unexpected or unanticipated additional costs arising with regard to the manufacture and/or supply of custom-made Products and/or (v) any failure of Buyer to procure the supply to Seller of adequate and timely information, instructions, specifications or, if applicable, tooling.

6.4 The Price is exclusive of any applicable value added tax or other taxes or duties and of all costs and charges in relation to loading, unloading, carriage and insurance or similar costs, which (if any) shall be paid in addition by Buyer at the time it is due to pay for the Products or the Tooling. Where carriage or other costs to be borne by Buyer are initially paid by Seller, Seller shall be entitled to render an invoice forthwith in respect of such costs.

7. Payment

7.1 Seller shall at its discretion be entitled to invoice Buyer for payment of the Price or any other amounts payable by Buyer in advance.

7.2 Seller shall be entitled to (i) offer and withdraw credit accounts at any time, and/or (ii) request references and make credit reference searches in relation to Buyer.

7.3 Save as otherwise expressly provide herein, payment of any Seller's invoice is due (without deduction, discount, abatement or set-off) within 30 days of the date of the invoice, notwithstanding that delivery may not have taken place or that property in the Products has not passed to Buyer. Unless otherwise expressly agreed by Seller, payment shall be made in the same currency as the Price. The time of payment of sums due from Buyer shall be of the essence of these Conditions. No payment will be deemed received until received by Seller in cash or cleared funds. Interest will be payable on overdue amounts at the rate of 6% percent per annum above the Barclays Bank Plc base rate from time to time (compounded monthly).

7.4 If any sums are not paid on or before the due date for payment, interest will accrue on the amount unpaid until payment in full is made (both before and after any judgment).

7.5 If Buyer fails to make any payment when due pursuant to these Conditions and/or pursuant to any other contract between Buyer and Seller in accordance with its terms then, without prejudice to any other right or remedy available to Seller, Seller shall be entitled to (i) terminate the Contract or any other contract between Buyer and Seller, (ii) deduct outstanding sums from any sums owed by Seller to Buyer under the Contract or otherwise, (iii) require Buyer to pay any costs of storage of the Products and any Tooling, (iv) suspend any further deliveries to Buyer under the Contract or any other contract until paid, (v) treat the Contract as repudiated and terminated, (vi) resell any Products not yet delivered to Buyer, and/or (vii) retain any sums paid as deposit for the Products.

8. Delivery

8.1 Unless otherwise agreed in writing, Products will be sent to Buyer by a carrier service chosen by Seller, acting reasonably. Delivery of the Products to Buyer shall be effected by Seller delivering them to the carrier or by collection by the carrier. Thereafter, transport of such Products shall be subject to the carrier's conditions which shall be notified to Buyer, if requested. Seller may deliver early. Seller shall be under no obligation under section 32(2) of the Sale of Goods Act 1979 nor be required to give notice under section 32(3) of the Sale of Goods Act 1979.

8.2 Where it is agreed in writing that the Products shall be delivered by a method other than that referred to in Condition 8.1 then delivery shall be effected (i) where the Products are to be collected by Buyer from Seller's premises, by Seller notifying Buyer that the Products are ready for collection, (ii) where the Products are delivered by Seller, by Seller delivering the Products to the address nominated by Buyer for delivery, or (iii) where the Products are to be transported by a third party, by collection by or delivery to that third party of the Products.

8.3 Any periods of time or dates quoted for delivery of the Products are approximate only. Time for delivery shall not be of the essence. Seller shall not be liable for any delay in delivery of the Products. Seller may deliver up to 15 per cent. more or 15 per cent. less than the quantity of Products specified in the order and Buyer shall accept such variation in quantity and shall pay the Price as adjusted to reflect such variation in quantity.

8.4 Seller shall not be responsible for any Losses incurred or suffered by Buyer as a result of a failure to deliver the Products or for short delivery unless Buyer has informed Seller in writing within ten Working Days from the estimated date of delivery in relation to a failure to deliver or the actual date of delivery in relation to a short delivery, and the Seller then fails to remedy the same within 10 Working Days thereafter. Where Seller is responsible as aforesaid, Seller's liability shall be limited to (i) the amount by which the price in the cheapest available market of similar goods to replace those not delivered exceeds the Price of the Product not delivered; or (ii) if there is no such market, an amount equal to the Price applicable to the Products not delivered.

8.5 Where the Products are to be delivered in instalments, each delivery shall constitute a separate obligation and neither any failure by Seller to deliver nor any claim in respect of any one or more instalments by Buyer shall entitle Buyer to treat the Contract as a whole as repudiated.

8.6 Where Buyer fails to take delivery of the Products or fails to give Seller adequate delivery instructions in advance of the time stated for delivery (otherwise than by reason of any cause beyond Buyer's reasonable control or by reason of Seller's neglect or default) then the Products shall be deemed to have been delivered at the time stated for delivery and, without prejudice to any other right or remedy available to Seller, Seller may (i) store the Products until actual delivery and charge Buyer for the reasonable costs (including insurance) of storage, if applicable

but without any obligation on Seller to procure insurance, and/or (ii) where Buyer has failed to take delivery of the Products on or before the fifth working day following the intended day for delivery, sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) invoice Buyer for any shortfall below the Price.

8.7 If, upon delivery of the Products, Buyer discovers that it has incorrectly ordered those Products, Seller's standard handling charge from time to time will be payable by Buyer if Seller agrees (at its sole discretion) to accept return of those Products.

9. Risk and Property in the Products

9.1 Products supplied by Seller shall be at Buyer's risk immediately on and after delivery and so Buyer should arrange appropriate insurance from that point.

9.2 Title (legal and beneficial) in all Products supplied or sold by Seller shall be retained by Seller until Seller has received in either cash or cleared funds all sums due in respect of the Products and on any account whatsoever from Buyer to Seller.

9.3 Until such time as the property in the Products passes to Buyer, Buyer must (i) hold such Products (on a fiduciary basis for and on behalf of Seller) as Seller's bailee and act in good faith to protect Seller's interests in the Products, (ii) store such Products (at no cost to Seller) separately from all other goods of Buyer in such a way that such Products remain identifiable as property of Seller and shall not mix them with any other goods, (iii) not pledge or allow any lien, charge, or other interest to arise over the Products or their documents of title, (iv) not destroy or deface any identifying marks on such Products or relevant packaging and maintain such Products in satisfactory condition, and (v) keep such Products insured on Seller's behalf and in the event of any claim hold the proceeds of such insurance on trust for Seller.

9.4 Seller shall be entitled at any time to require Buyer to deliver up any Products to Seller prior to property in the Products passing to Buyer. Buyer grants Seller and its agents an irrevocable licence at any time to enter any premises where such Products are stored to inspect or, if Buyer has failed to deliver up possession when requested by Seller, to repossess such Products.

10. Quality

10.1 Subject to the Conditions set out herein, the Seller warrants that Products sold and/or supplied to the Buyer will correspond with their Specifications at the time of delivery and will be free from defects in material and workmanship for a period of three months from the date of delivery. In the event of a breach of this warranty, the Seller shall, at its option, repair or replace the defective items or give credit, up to a maximum amount equal to the invoiced price of that item.

10.2 The warranty under Condition 10.1 is given by the Seller subject to the following (failure to adhere or otherwise comply strictly with which shall render the guarantee null, void and/or unenforceable against the Seller):

10.2.1 the Seller shall be under no liability in respect of any defect in the Products arising from any drawing, design or specification supplied by the Buyer;

- 10.2.2 the alleged defect must be notified to the Seller immediately (and in any event no more than 7 days from the date the same becomes known to the Buyer, or would have become known to the Buyer upon any reasonable inspection);
- 10.2.3 the Seller is to be afforded the opportunity to inspect (including, if it so requires, to arrange for inspection by an expert or independent inspection company), and may require the return of the allegedly defective Products at Buyer's risk and expense;
- 10.2.4 the Seller shall be under no liability in respect of any defect if the Products conform to the Buyer's specifications or, if applicable, to Sample, or if the Buyer makes further use of or resells the Products after giving notice of a defect, or if the Buyer fails to follow the Seller's reasonable instructions in relation to a product hold or recall, or if the relevant defect is caused by or otherwise arises from (in whole or part) fair wear and tear, negligence, abnormal working conditions, failure to follow the Seller's instructions, failure to use the Products for their intended purpose(s) or within the parameters of the Specifications or instructions given and/or supplied or made available by the Seller, the acts or omissions of any persons not expressly authorised by Seller, misuse or alteration or repair of the Products without the Seller's written approval, or in the event of any breach by the Buyer of these Conditions;
- 10.2.5 the warranty under Condition 10.1 does not extend to Products, parts, materials or equipment not manufactured by the Seller.

10.3 The Seller shall, upon request, transfer to the Buyer the benefit of any manufacturer's and/or supplier's express warranties of fitness and performance of the Products. This obligation shall only apply to the extent that the benefit thereof can be transferred to the Buyer (and the Buyer shall indemnify the Seller in respect of any and all costs, liabilities and/or expenses arising in connection with such transfer and/or the enforcement of such warranties).

10.4 Subject to the provisions of Condition 10.9, the warranties contained in Conditions 10.1 and 10.3 shall be the sole extent of Seller's liability arising out of or in connection with the Products.

10.5 Buyer shall comply with all reasonable instructions of Seller in relation to any product hold or product recall campaign organised in respect of the Products or any other corrective action reasonably taken by or on behalf of Seller in respect of the Products after delivery to Buyer.

10.6 Unless otherwise expressly provided in these Conditions all implied warranties, terms and conditions (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded from the Contract to the fullest extent permitted by law and Seller will not be liable to

Buyer for any loss of any kind whatsoever which arises out of the breach of implied warranties, terms or conditions, or breach of any duty of any kind imposed on Seller by operation of law.

10.7 Subject to Condition 10.9, under no circumstances whatsoever, howsoever arising (and whether as a result of any breach of its contractual obligations, breach of statutory duty, or as a result of any representation (unless fraudulent), or as a result of any statement or tortious act or omission, including negligence arising under or in respect of the Contract), shall the aggregate liability of the Seller to the Buyer under or in relation to the Contract in respect of any claim or claims exceed the total price invoiced by the Seller to the Buyer for the Products.

10.8 Seller shall not be liable to Buyer or any other party for any (a) indirect Losses, (b) economic loss, (c) loss of profits or anticipated profits, (d) loss of expected future business, (e) damage to reputation or goodwill, nor (f) any claim for consequential compensation whatsoever (however caused), which arises in connection with the supply of Products or tooling or related services by Seller, in each case whether direct or indirect or consequential and, whether such losses are suffered by Buyer or by any other party.

10.9 Nothing in these Conditions shall exclude or limit Seller's liability in respect of any claim (other than by Buyer for re-imbusement of sums paid to a third party) for death or personal injury caused by its negligence, or in respect of liability for defective products under the Consumer Protection Act 1987 or in respect of any liability which arises under any safety regulation made under the Consumer Protection Act 1987 or for fraudulent misrepresentation or for any other liability to the extent that it may not be so excluded or limited by law.

10.10 Without prejudice to any other provision of these Conditions, Seller will not be in breach of the terms of the Contract for any delay in performing, or failure to perform, its obligations under the Contract if that failure or delay was due to any cause or circumstance beyond Seller's reasonable control, which shall, without limiting the generality of the term, be deemed to include war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, break down or damage to machinery or equipment, fire, flood, acts of God, strike, lock-out or other industrial disputes (whether or not involving employees of Seller) or shortage of materials at the market rates existing when the Contract is made, legislative or administrative interference or was due to any failure, neglect or delay on the part of Buyer or its agents or representatives.

10.11 Seller reserves the right to defer the date of delivery or to terminate the Contract or reduce the volume of the Products ordered by Buyer (without liability to Buyer) if it is prevented from or delayed in the carrying on of its business due to an event referred to in condition occurring, provided that where the event in question continues for a continuous period in excess of 30 days either party shall be entitled to give notice in writing to the other to terminate the Contract with no liability due to or by either party.

10.12 Buyer acknowledges that the limitations of liability set out in these Conditions are reasonable and reflect the commercial intentions of the parties in the context of the

anticipated earnings of Seller under the Contract and any other contracts and the ability of Buyer to protect itself through insurance. If the Buyer wishes the Seller to accept any liability or give any warranty other than as provided herein, it must request a separate written quotation and provide such information as the Seller may require before any order is placed and/or Contract is made. The Seller may in such circumstances be willing to vary the limitations on liability or to give a specific warranty in relation to specific Products subject to Buyer bearing the additional costs and agreeing to such terms as are notified to it by Seller.

11. Termination

11.1 Without affecting any other rights and remedies it may have, Seller may withhold performance of its obligations and/or terminate the Contract forthwith if (i) Buyer breaches any terms of any contract with Seller, (ii) Buyer makes any composition or voluntary arrangement with its creditors or any step, application, order, proceeding or appointment is made or taken by or in respect of Buyer (including, without limitation, the making of an application or the giving of any notice) by Buyer or any other person for a distress, execution, winding up, dissolution, or to appoint an administrator of Buyer or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), (iii) there is a material deterioration in the financial and/or credit standing of the Buyer, (iv) a person holding with an interest in or otherwise benefitting from an encumbrance takes possession, or a receiver (administrative or otherwise) is appointed, of any of the property or assets of Buyer; or Buyer ceases, or threatens to cease, to carry on business, (v) expense and/or difficulty unforeseen by the Seller arises in connection with the manufacture and/or supply of custom-made Products which cannot be resolved by agreement between the Buyer and Seller, and/or (vi) Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to Buyer and notifies Buyer accordingly.

11.2 Buyer may, on 30 days written notice, terminate (i) the Contract within 30 days of receiving notice from Seller that the Price of the Products sold thereunder is (where the same is allowed by these Conditions) increasing by more than 10% of the original Price; or (ii) that part of the Contract relating to Products custom-made for or on behalf of the Buyer on 30 days written notice if it does not wish (acting reasonably) to accept changes to the Specifications of those custom-made Products notified by Seller.

11.3 Where Seller terminates the Contract in accordance with Conditions 7.5 or 11.1, or as otherwise allowed hereunder, then, without prejudice to any other right or remedy available to Seller: (i) Seller shall be entitled to terminate any other contract or suspend any further deliveries under the Contract or any other contract, (ii) where the Products have been delivered, but not paid for, Buyer's right to possession shall terminate and Seller may dispose or use any of the Products as it wishes, and (iii) the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11.4 Termination of the Contract, for whatever reason, shall not affect any of its provisions which are intended to continue to have effect after it has come to an end, including conditions 9, 10, 11, 12 and 14.

12. Indemnity

13.1 Without prejudice to Seller's other rights and remedies, Buyer shall indemnify and keep indemnified Seller, its Group and their employees and agents on demand in full against any Losses incurred or suffered as a result of (i) cancellation, variation or suspension of an order by the Buyer, (ii) any claim brought by any third party in respect of Losses, injury or damage caused by the Products or by any Products which, following delivery, have been subjected to any use other than the authorised use for such Products (being the use for which such Products are commonly supplied or a use otherwise stated in Seller's Catalogue) or modified or repaired by a person other than Seller, (iii) the use of Specifications or tooling supplied by or on behalf of Buyer or modified at the request of Buyer, (iv) any breach of Condition 5.2 and any claims by any third party in relation to any infringement or alleged infringement of any of its Intellectual Property Rights as a result of the use, possession or supply of any custom-made Product or any Specifications and/or tooling supplied by or on behalf of or modified at the request of Buyer, and (v) any termination pursuant to Conditions 7.5 or 11.1.

13. Export Terms

13.1 Where the Products are supplied for export from the United Kingdom, the provisions of Condition 13 shall (subject to any special terms agreed in writing between Buyer and Seller) apply and shall prevail to the extent of any conflict with any other terms and conditions set out in these Conditions.

13.2 Buyer shall be responsible for complying with any legislation, sanctions, export controls, embargoes or regulations applying to the Products in the country of destination, and/or governing the export from the United Kingdom of the Products or any product incorporating the Products (including, if necessary, satisfying Customs and Excise that value added tax is not payable on the Price) and/or the importation of the Products into the country of destination and for the payment of any applicable import or export duties or taxes thereon. Buyer shall be responsible for notifying Seller of any obligations which Seller is obliged to comply with pursuant to any such legislation or regulations and for bearing or reimbursing to Seller any associated costs.

14. Miscellaneous

14.1 Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through its subcontractors or agents or any member of its Group. Any act or omission of any such subcontractor or agent or member of its Group shall be deemed to be the act or omission of Seller and shall be subject to the exclusions or limitations on liability set out in these Conditions. Buyer shall not transfer, assign or sub-contract any of its rights or obligations under the Contract without Seller's prior written consent and in any event shall remain responsible for the performance of the Contract by any transferee, assign or sub-contractor.

14.2 Any notice shall be in writing including by fax, addressed to the other party at, in the case of Seller, its address given above and, in the case of Buyer, its registered address or such other address as may at the relevant time have been notified to Seller. Hand delivered notices shall

take effect immediately, postal notices, two working days after posting by first class post and, if sent by fax, at the date and time on the sender's transmission acknowledgement slip or (if lost) on receipt.

14.3 No waiver by Seller of any breach of the Contract by Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision. Failure by Seller to enforce any term of the Contract shall not be waiver of Seller's rights.

14.4 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.

14.5 The Contract contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in respect of the Products sold thereunder (save that neither party seeks to exclude liability for fraudulent pre-contractual misrepresentation upon which the other party can be shown to have relied).

14.6 The Contract shall be governed by the laws of England and Wales. Any dispute shall be referred to the exclusive jurisdiction of the English Courts save that Seller shall retain the right to bring proceedings against Buyer in any other court.

14.7 Save in respect of the rights, indemnities or warranties expressly stated to be given in favour of the Group, or Seller's agents, all of which shall accrue directly for their benefit, the parties to the Contract do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it. No such person shall have any rights relating to any extension, waiver and/or amendment to the Contract including but not limited to, any rights to approve any extension, waiver and/or amendment to the Contract.