



# THE PATENT FERRULE CO LTD

Unit 1, 2 & 3 Palmers Road, Redditch, Worcestershire, B98 0RF  
Tel: +44 (0) 1527 528925 Email: sales@patentferrule.co.uk Web: www.patentferrule.co.uk

## CONDITIONS OF BUSINESS

### 1) Interpretation

- a) In these Conditions:
  - i) "The Company" means The Patent Ferrule Co Ltd (registered in England under number 00609557).
  - ii) "Conditions" means the standard conditions of sale set out in this document and (unless the context otherwise requires) includes any special conditions agreed in Writing between the Customer and the Company.
  - iii) "Contract" means the contract for sale and purchase of the Goods.
  - iv) "the Customer" means the individual, firm, company or other party who accepts the Company's written quotation for the sale of the Goods or whose Written order for the Goods is accepted by the Company.
  - v) "Goods" means the goods, articles and materials which are to be supplied by the Company pursuant to the Contract (as hereinafter defined).
    - a) Including material supplied by the Customer ("free issue material") which has subsequently been processed by the Company to produce goods.
  - vi) "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.
  - vii) "Writing" and any similar expressions, includes facsimile transmission and electronic mail but not other forms of electronic communication.
- b) A reference in these Conditions to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
  - i) The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2) Basis of the Sale

- a) Any quotation or estimate given by the Company is an invitation to the Customer to make an offer only and no order of the Customer placed with the Company in pursuance of a quotation or estimate or otherwise shall be binding on the Company unless and until it is accepted by the Company in Writing by the Company's authorised representative.
- b) The Company shall sell and the Customer shall purchase the Goods subject to these Conditions, which shall govern the Contract to the exclusion of any other terms subject to which any quotation is accepted or purported to be accepted, or any order is made or purported to be made, by the Customer.
- c) No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and the Company.
- d) The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in Writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Conditions affects the liability of either party for fraudulent misrepresentation.
- e) Any advice or recommendation given the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Company is followed or acted on entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- f) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

### 3) Orders and Specifications

- a) The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- b) The quantity, quality and description of the goods and any specification for them shall be as set out in the Contract.
- c) If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed by the Company in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specification.
- d) The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EU requirements or, where the Goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.
- e) No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in Writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

### 4) Prices

Unless otherwise provided in the Contract:-

- i) The price of the Goods shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's published price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, the Company's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Company without giving notice to the Customer.
- ii) The price of the Goods is exclusive of Value Added Tax, which will be charged at the rate applicable at the appropriate tax point and which the Customer shall be additionally liable to pay the Company.
- iii) If after the date of the Company's acceptance of order but before the date of delivery any increase occurs in the costs necessarily incurred by the Company in supplying the Goods including but not limited to goods, materials, labour, transport or other items including overheads which the Company has to pay or incur in the performance of the Contract, then, the Company reserves the right to add to the contract price the amount of any increase in such costs. A certificate of the Company's auditors certifying the amount of such increase shall be conclusive and binding on the Customer and the Company.





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## 5) Delivery and Risk

- a) Unless otherwise specified delivery of the Goods shall be made to the Customer at the Customer's works and the risk in respect of the Goods shall pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods. Notwithstanding such delivery, the property in and title to the Goods shall not pass to the Customer except as provided in Condition 6. Where the Company does not deliver on its own transport and unless otherwise agreed in Writing, the Company shall on behalf of the Customer arrange for the carriage of the Goods and the carrier selected by the Company shall be the agent of the Customer. Special notice is directed to the fact that in accordance with the provisions of Section 32 of the Sale of Goods Act 1979 delivery to the carrier will, in such circumstances, constitute delivery to the Customer.
- b) The Company shall be entitled to make delivery of the Goods by instalments and to invoice the Customer for each instalment despatched.
- c) Where damage to or loss of the Goods occurs before delivery thereof to the Customer the Company undertakes (subject as provided below) to replace or (at its discretion) to repair free of charge any Goods so damaged or lost in which event the time for delivery of the damaged or lost Goods shall be extended for such period as the Company shall reasonably require for such replacement or repair. The foregoing undertaking of the Company is conditional upon:
  - i) the Customer giving written notice of such damage or loss with reasonable particulars thereof to the Company and to the carrier (if other than the Company) within three days of the receipt of the Goods or in the case of total loss within seven days of receipt of the Company's or the carrier's delivery advice or other notification of despatch, and
  - ii) the customer if requested by the Company and at the Customer's cost returning any damaged Goods to the Company's works within one month of receipt thereof.
- e) Save as expressly provided in this Condition, the Company shall not have any liability whatsoever for or in connection with any damage to or loss of the Goods in transit to the contracted place of delivery.

## 6) Title

Until the Contract price of the Goods comprised in this and every other contract between the Company and the Customer has been paid or satisfied in full:-

- i) The title to and property in the Goods shall remain vested in the Company (notwithstanding the delivery of the same and the passing of the risk therein);
- ii) The Company may at any time recover and resell the Goods (if in the Customer's possession or under its control) if any of the events specified in Condition 14 hereof shall occur and/or if the sum owed by the Customer to the Company under any Contract is not paid on the due date for payment. For the purpose of exercising its rights under this sub-paragraph (b) the Company, its employees or agents together with all necessary and appropriate transport shall be entitled to free and unrestricted entry upon the Customer's premises and/or all other locations where the Goods are situated;
- iii) Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee. If the Company so requires, the Customer shall store the Goods for the Company in a proper manner without charge to the Company and ensure that they are clearly identified as belonging to the Company. 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 thereof;
- iv) The Customer is hereby authorised to sell the Goods in the ordinary course of its business for the account of the Company and to pass good title in the Goods to the Customer's customers being bona fide purchasers for value without notice of the Company's rights but the Customer's rights of re-sale shall automatically cease upon the occurrence of any of the events referred to in Condition 14 and/or if any sum owed by the Customer to the Company under any contract is not paid on the due date for payment;
- v) Upon the re-sale of the Goods by the Customer the proceeds of sale thereof shall be received and held by the Customer in trust for the Company but the Customer shall be entitled to retain for himself therefrom any excess over the amount then outstanding under this and every other contract between the Company and the Customer;
- vi) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer does so all monies owing by the Customer to the Company shall (without limiting any other right or remedy of the Company) forthwith become due and payable;
- vii) Nothing in this Condition 6 shall:-
  - a) entitle the Customer to return the Goods or to delay payment thereof; or
  - b) authorise the Customer to give or make any representation or warranty to any third party in relation to the Goods which is binding on the Company unless the Company has authorised the Customer so to do in writing;
  - c) as regards any sale by the Customer to its customers give rise to any contractual liability whatsoever on the part of the Company to such customers or to any third party other than liability arising out of the negligence of the Company, its employees or agents and the Customer shall indemnify the Company in respect thereof;
- viii) The rights and remedies conferred upon the Company by this Condition 6 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.

## 7) Delivery

- a) The Company will use its reasonable endeavours to comply with any date or dates for despatch or delivery of the Goods as stated in the Contract, but unless the Contract otherwise expressly provides such date or dates shall constitute only statements of expectation and shall not be binding. If the Company having used its reasonable endeavours fails to despatch or deliver the Goods by such date or dates, such failure shall not constitute a breach of the Contract nor shall the Customer be entitled to treat the Contract as thereby repudiated or to rescind it or any related contract in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom. The Goods may be delivered by the Company in advance of the quoted delivery date on giving reasonable notice to the Customer;
- b) If the Company is prevented or hindered from performing the Contract or any part thereof by any circumstances beyond its reasonable control including (but without limiting the generality of the foregoing) strikes, lock-outs or other industrial action or trade dispute (whether involving employees of the Company or of a third party), inability to obtain materials or labour, power or machinery breakdown or failure, fire, flood, explosion, accident, war or





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threat of war, civil commotion, sabotage or insurrection, acts, restrictions, regulations, byelaws, prohibitions or measure of any kind on the part of any governmental, parliamentary or local authority or any cause of whatever kind and whenever occurring, further performance of the Contract shall be suspended for so long as the Company is so prevented or hindered provided that if the performance of the Contract is suspended for more than six consecutive calendar months the Customer shall be entitled by notice in Writing to the Company forthwith to terminate the Contract or to cancel any outstanding part thereof and in such circumstances the Customer shall pay at the Contract rate for all Goods supplied by the Company to the actual date of such termination. The Company shall not have any liability to the Customer for any direct or consequential loss or damage suffered by the Customer as a result of the Company's inability to perform its obligations under the Contract by reason of any such circumstances;

- c) Where Goods are delivered by instalments each such instalment shall be deemed to be sold or supplied under a separate Contract to which these Conditions shall apply (mutatis mutandis) and save as provided in Condition 10 c) no default in respect of any one instalment shall affect or prejudice due performance of the Contract as regards any other instalments;
- d) Where Goods are to be supplied or delivered by the Company in accordance with periodic delivery schedule or similar notification of the delivery requirements of the Customer, the Customer shall not be entitled to cancel or vary any such delivery schedule or requirement which is expressed by the Customer to be a firm requirement without the prior written consent of the Company and the Company shall be entitled to reimbursement of any additional costs and expenses incurred or suffered as a result of such cancellation or variation;
- e) When expedited delivery or completion is agreed to by the Company and necessitates overtime or other additional costs, the Customer shall reimburse the Company for the amount of such overtime payment or other costs. Where postponement of delivery or completion is agreed by the Company the Customer shall, if required by the Company pay all costs and expenses (including a reasonable charge for storage and insurance of the Goods and interest on the contract price) occasioned thereby but the Goods shall be held at the Customer's risk as from the time of postponement;
- f) If performance of the Contract is suspended at the request of or delayed through default of the Customer including (without prejudice to the generality of the foregoing) lack of incomplete or incorrect instructions or refusal to collect or accept delivery of the Goods or services for a period of seven days, the Company shall be entitled to payment at the Contract rate for Goods supplied or ordered and any other additional costs thereby incurred including storage, insurance and any other additional costs thereby incurred including storage, insurance and interest PROVIDED THAT if the Customer fails to collect or accept delivery of the Goods or any part thereof within 28 days of written notification from the Company that the Goods are ready for collection or delivery, the Company shall be entitled (without prejudice to its other remedies under the Contract for such breach) to sell or at its option destroy the Goods and to apply the proceeds of sale thereof if sold and the scrap value if destroyed towards payment of all sums due to the Company under the Contract;
- g) The Company shall be entitled without the prior approval of the Customer to assign, sub-contract or sub-let the Contract or any part thereof but the Customer shall not be so entitled without the prior approval of the Company.

## 8) Acceptance

- a) Without prejudice to the Customer's rights under Condition 12, the Customer shall be deemed to have accepted the Goods as being in conformity with the Contract and shall be bound to pay for them, unless written notice of rejection thereof is received by the Company within seven days of delivery. Save in the circumstances referred to in Condition 12 Goods accepted by the Customer cannot subsequently be returned and any claim which the Customer might otherwise have shall be deemed to have been waived;
- b) If, after notice of rejection has been given, the Customer deals with the Goods as owner thereof or if any conduct of the Customer is inconsistent with such rejection or with the ownership of the Goods by the Company, the Customer shall be deemed to have accepted the Goods and be bound to pay for them as if the Goods had been delivered in accordance with the Contract.

## 9) References

- a) Each Contract shall be subject to the Company being satisfied as to the Customer's credit references (which unless otherwise stated shall be one bank reference and two trade references).

## 10) Payment

- a) Unless the Contract otherwise provides, the Contract price for the Goods shall be payable in cash not later than the last day of the month following the month of delivery or supply of the Goods;
- b) Where Goods are delivered by instalments, the Customer shall be obliged to pay for each instalment upon the terms set out in sub-paragraph (a) of this Condition;
- c) The time stipulated for payment shall be of the essence of the Contract and failure to pay within the period specified shall entitle the Company to suspend further performance of the Contract pending payment and in addition the Company shall be entitled without liability wholly or partially to cancel the Contract or any other contract between the Company and the Customer without prejudice to any other remedy available to the Company;
- d) Unless otherwise agreed in writing the Customer shall not be entitled to set off against any monies due to the Company under the Contract, any amount claimed by or due to the Customer from the Company whether pursuant to the Contract on any other account whatsoever;
- e) The Company shall be entitled to interest as well after as before judgment on any part of the Contract price not paid by its due date from that date until actual payment at the rate of three per cent per annum above the Base Lending Rate of Barclays Bank Plc prevailing from time to time during such period;
- f) Where the Company specifies that payment will be made by letter of credit, the Customer must establish and maintain in favour of the Company an irrevocable and unconditional letter of credit with or confirmed by a bank in England satisfactory to the Company within 14 days after the Contract is concluded. All bank charges in connection with the letter of credit and the opening thereof shall be borne by the Customer. If for any reason the bank liable to make payment to the Company under any letter of credit established for that purpose fails to do so, the Customer shall nevertheless remain liable to pay for the Goods supplied.





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## 11) Tests

- a) Test Certificates will be provided specifically if requested at the time of placing the order. Test Certificates can be provided only where Goods are specifically ordered by reference to a recognised Specification. If the customer requires the Goods to be x-rayed or otherwise inspected or tested and the appointment of a recognised organisation to carry out such testing all costs incurred are to be charged to the Customer. The Customer will be deemed to have accepted the Goods as satisfactory after the completion of such testing and inspection unless notice in Writing to the contrary specifying the matters complained of is received by the Company within seven days of completion of such testing and/or inspection.

## 12) Warranty

- a) Where any Goods (or any part thereof) are shown to the reasonable satisfaction of the Company, to be defective by reason of faulty materials or workmanship or design, within a period of twelve months from the date of their original despatch or supply (fair wear and tear excepted), the Company shall at its sole option:-
- deliver replacement Goods to the Customer free of charge; and/or
  - refund to the customer the Contract price of such Goods; and/or
  - require the Customer to retain the Goods and grant to the Customer a reasonable allowance in respect of such defects
- PROVIDED that:-
- the Customer notifies the Company in Writing within fourteen days of becoming aware of any such defect; and
  - if so required by the Company all defective Goods are first returned to the Company's premises carriage paid by the Customer;
  - the Goods have been properly and correctly stored and/or used by the Customer; and
  - the liability of the Company under this paragraph (a) shall be accepted by the Customer in substitution for and to the exclusion of any other claims for direct loss which the Customer has or may have.
- b) The above warranty is given by the Company subject to the following conditions:
- the Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;
  - the Company shall be under no liability 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;
  - the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
  - the above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
- c) Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- d) The liability of the Company for any claim or claims other than those falling within paragraph (a) above, for direct injury, loss or damage made by the Customer against the Company whether in contract or in tort (including negligence on the part of the Company, its servants or agents) arising out of or in connection with any defect in the Goods or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the Contract or the breach of a performance of the Contract (including, without limiting the generality of the foregoing breach of any condition or warranty whether express or implied by statute, common law or otherwise howsoever) shall be limited to, in the case of any defect in the Goods, the Contract price of the Goods the subject of the claim or claims and, in any other case to the total Contract price payable by the Customer under the Contract;
- e) The Company shall not be liable for any claims for economic loss, loss of production, loss of profit, loss of opportunity, loss of bargain or other indirect or consequential injury loss or damage made by the Customer against the Company whether in contract or in tort (including negligence on the part of the Company, its servants or agents) arising out of or in connection with any such defect, act, omission, neglect or default referred to in sub-paragraph (d) of this Condition;
- f) Where the Customer does not order the Goods by reference to a recognised specification the Company shall have no responsibility for the quality or fitness of such Goods for any particular purpose unless this is specifically made known to the Company and the Company shall have no liability for any defect in such Goods, whether arising in contract or in tort, and whether due to quality, design, fitness for purpose or in any other way whatsoever, unless the same is due directly to the negligence of the Company, its employees or agents;
- g) Nothing in these Conditions shall:-
- limit or exclude the liability of the Company in respect of death or personal injury resulting from the negligence of the Company, its employees or agents; or
  - limit or exclude the respective rights and remedies of the Company and the Customer under the Unfair Contract Terms Act 1977; or
  - exclude the conditions and warranties implied by Section 12 of the Sale of Goods Act 1979 and, where the Customer deals as a consumer, the conditions implied by Sections 13 to 15 inclusive of the said Act and by Sections 3 and 4 of the Supply of Goods and Services Act 1982.

## 13) Health and Safety

- a) The attention of the Customer is drawn to the provisions of Section 6 of the Health and Safety at Work etc Act 1974. The Company will make available such information as is appropriate relating to the Goods and materials supplied as is in its possession to ensure that, so far as is reasonably practicable, they are safe and without risk to health when properly used.
- b) The Customer hereby undertakes pursuant to Section 6(9) of the Health and Safety at Work etc. Act 1974 to take such measures as are communicated in Writing to the Customer by the Company and to take such other steps as are sufficient to ensure, so far as is reasonably practicable, that the Goods will at all times be safe and without risk to health when properly used. The Goods and materials shall not be regarded as properly used when they are used without regard to any relevant information or advice relating to their use which has been communicated to the Customer pursuant to this clause.
- c) The Company shall not be liable to the Customer in any civil proceedings brought by the Customer against the Company under any Health and Safety Regulations made pursuant to the Health and Safety at Work etc Act 1974 where such exclusion of liability is permitted by law;
- d) The Customer shall indemnify and keep indemnified the Company in respect of any liability, monetary penalty or fine in respect of or in connection with





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the Goods incurred directly or indirectly by the Company under the Health and Safety at Work etc Act 1974 or any regulations or direction made thereunder.

## 14) Insolvency and Breach of Contract

If any of the following events occur, are threatened or in the opinion of the Company are reasonably likely to occur:-

- i) The Customer shall commit any breach of the Contract and shall fail to remedy such breach (if capable of remedy) within a period of thirty days from receipt of notice in Writing from the Company, requesting such breach to be remedied; or
- ii) Any distress or execution is levied upon any of the Goods or property of the Customer; or
- iii) The Customer (or where the Customer is a partnership any partner thereof) offers to make any arrangements with or for the benefit of its or his creditors or commits any act of bankruptcy; or
- iv) The Customer (being a limited company) has a Receiver appointed of the whole or any part of its undertaking property or assets or an order is made or a resolution is passed or analogous proceedings are taken for the winding up of the Customer (save for the purpose of reconstruction or amalgamation without insolvency and previously approved in Writing by the Company); or
- v) The Customer ceases, or threatens to cease, to carry on business.

the Company shall thereupon be entitled without prejudice to its other rights hereunder, forthwith to suspend further performance of the Contract and of any other contract between the Company and the Customer until the default has been made good or to determine the Contract or any other contract between the Company and the Customer or any unfulfilled part thereof or at the Company's option to make partial supplies of Goods. Notwithstanding any such termination, the Customer shall pay to the Company at the Contract rate for all work done materials used and Goods delivered up to and including the date of termination, and shall in addition indemnify the Company against any resulting loss, damage or expense incurred by the Company in connection with the supply or non-performance of the Contract including the cost of any material, plant or tools used or intended to be used therefore and the cost of labour and other overheads including a percentage in respect of profit.

## 15) Export Terms

- a) Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- b) Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 15 shall (subject to any special terms agreed in Writing between the Customer and the Company) apply notwithstanding any other provision of these Conditions.
- c) The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.
- d) Unless otherwise agreed in Writing between the Customer and the Company, the Goods shall be delivered fob the air or sea port of shipment and the Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- e) The Customer shall be responsible for arranging for testing and inspection of the Goods at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- f) The Customer shall not offer the Goods for resale in any country notified by the Company to the Customer at or before the time the Customer's order is placed, or sell the Goods to any person if the Customer knows or has reason to believe that that person intends to resell the Goods in any such country.

## 16) General

- a) A notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- b) The rights and remedies of the Company under the Contract shall not be diminished waived or extinguished by the granting of 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.
- c) If at any time any one or more of the provisions of these Conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- d) These Conditions and each and every Contract made pursuant thereto shall be governed by and construed in all respects in accordance with the Laws of England and the Company and the Customer irrevocably submit to the exclusive jurisdiction of the English Courts.

