

GLENDOWER CUTTING TOOLS LTD
CONDITIONS OF BUSINESS

for the Sale of Goods and
Provision of Services

GLENDOWER CUTTING TOOLS LTD
Conditions for the Sale of Goods and Provision of Services

1. Definitions

1.1 The following definitions apply to these Conditions of trading and have the meaning set out below unless the context in which they are used requires otherwise.

“Business Days”	days which are not Saturdays Sundays or bank or public holidays in England and Wales on which commercial banks in the United Kingdom are open for business
“Buyer”	the buyer whose name and address are stated in any Quotation provided by the Seller or on the Buyers order
“Buyers Order”	the order for the Goods and where required the Services in Writing sent by the Buyer to the Seller where appropriate following receipt by the Buyer of a Quotation from the Seller
“Conditions”	the conditions set out below including (unless the Seller and Buyer agree otherwise) any special condition agreed in Writing by them
“Contract”	a contract between the Seller and the Buyer for the sale and purchase of the Goods and where applicable the provision of the Services incorporating these Conditions
“Goods”	the goods (including any instalment(s) or component(s) of the Goods) which the Seller supplies to the Buyer under and in accordance with these Conditions
“Invoice”	the Sellers invoice for the Goods and where provided the Services
“Price”	the total price to be paid by the Buyer to the Seller in accordance with the Sellers Price List or any Quotation provided by the Seller to the Buyer for the Goods and where applicable the provision of the Services
“Quotation”	any quotation sent by the Seller to the Buyer for the purchase of the Goods and where applicable the provision of the Services
“Sellers Price List”	the product price list of the Seller as updated from time to time
“Seller”	Glendower Cutting Tools Ltd (Company Number 1047217) whose registered office address is Lakeside Business Park Pinfold Rd Thurmaston Leicester LE4 8AS.
“Services”	the Service(s) which the Seller agrees to provide under and in accordance with these Conditions
“VAT”	value added tax and any tax at the time substituted for it having the same or similar purpose effect
“in writing”	includes facsimile transmission and electronic mail or any comparable means of electronic communication

1.2 Any reference in these Conditions to a statute or statutory regulation or order is a reference to that statute statutory regulation or order as amended modified or re-enacted from time to time

1.3 The headings in these Conditions are intended for reference only and do not affect the meaning of the Conditions to which they refer

1.4 Words referring to one gender include all genders and “persons” includes corporations and firms

1.5 All the obligations assumed by the Buyer under these Conditions are entered into jointly and severally where the Buyer is more than one person

2. Scope of Conditions

- 2.1 These Conditions apply
 - 2.1.1. to all contracts for the sale of Goods and where applicable the provision of Services at any time entered into between the Seller and the Buyer
 - 2.1.2 to the exclusion of all other terms and conditions of business or trading of any other person including those of the Buyer
- 2.2 The acceptance of the Buyer of any Quotation provided by the Seller and lodgement of the Buyers Order with the Seller shall be an offer by the Buyer to purchase the Goods and where applicable the Services on and subject to these Conditions but shall not constitute a Contract between the Seller and the Buyer until accepted by the Seller in accordance with Condition 3.1
- 2.3 These conditions shall not be affected by any previous dealing or course of dealing between the Seller and the Buyer
- 2.4 Each Contract shall be regarded and treated in law as a Contract separate from any other Contract between the Seller and Buyer
- 2.6 No variation of these Conditions shall be legally effective unless agreed in Writing by the Seller and the Buyer or their authorised representatives
- 2.7 The Buyer acknowledges that
 - 2.7.1 the Sellers employees or agents are not authorised to make any representation about the Goods or (where provided) the Services unless it is confirmed by the Seller in Writing
 - 2.7.2 the Buyer does not rely on any representation by an employee or agent of the Seller not confirmed in accordance with Condition 2.7.1.
- 2.8 Nothing in these Conditions affects the liability of the Seller and the Buyer for representations made fraudulently by the other person
- 2.9 Any error or omission in any sales literature the Sellers Price List Quotation Buyers Order Invoice or variation in Writing of these Conditions shall be subject to correction but is without liability to the Seller

3. Orders and Specifications

- 3.1 No Contract shall come into existence between the Seller and the Buyer for the sale and purchase of the Goods and (where applicable) provision of the Services unless and until the Buyers Order is confirmed in Writing by the Seller or its authorised representative
- 3.2 The Buyer undertakes to the Seller that
 - 3.2.1. the Buyers Order accurately reflects the terms of any Quotation provided by the Seller subject to any variation required by the Buyer and confirmed by the Seller
 - 3.2.2 any samples drawings designs specifications or instructions given to the Seller by the Buyer for work to be done by the Seller on materials or components provided by the Buyer for the purpose are accurate specific and complete
 - 3.2.3. any relevant samples drawings designs specifications or instructions shall be made available by the Buyer to the Seller within a reasonable time prior to the commencement of the work required to be done by the Seller unless the Seller agrees otherwise in Writing with the Buyer
- 3.3 The quantity quality and description of the Goods and the provision (where applicable) of the Services and any relevant specifications or instructions for or about them shall be as set out in the Buyers Order
- 3.4 No Buyers Order accepted by the Seller may be cancelled by the Buyer unless the cancellation is confirmed in Writing by the Seller
- 3.5 If the Seller shall agree to the cancellation of the Buyers Order in accordance with Condition 3.4 the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs

(including where applicable Services provided and other liabilities incurred by the Seller as a result of the cancellation)

4. Services

- 4.1 Where the Seller agrees to perform Services it shall perform them with reasonable care and skill and in accordance with any clearly expressed specification or instructions of the Buyer
- 4.2 The Buyer shall provide all relevant information and give the Seller proper explanations and reasonable assistance where necessary or requested by the Seller in performing the Services
- 4.3 The Seller shall use its reasonable endeavours to perform the Services within the time agreed with the Buyer or if no time is agreed within a reasonable time of receiving and accepting the Buyers Order but shall not be liable to the Buyer for any delay in performing the Services
- 4.4 If before the Contract is completed the Buyer notifies the Seller in Writing of any defect or alleged defect in the performance of the Services the Seller shall investigate the complaint without undue delay
- 4.5 If on proper investigation in accordance with Condition 4.4 the Seller
 - 4.5.1 identifies a defect in the provision of the Services it shall correct the defect as soon as reasonably practicable at no additional cost to the Buyer
 - 4.5.2 is unable to identify any defect in the provision of the Services of the Buyer shall if required by the Seller pay or reimburse to the Seller the Sellers costs in carrying out the investigation on demand by the Seller
- 4.6 Any request by the Buyer or Seller to vary the provision of the Services shall be made and confirmed in Writing
- 4.7 If the Seller agrees to a request by the Buyer to vary the provision of the Services in accordance with Condition 4.6 the Buyer shall indemnify the Seller in full against any loss or additional costs incurred by the Seller in implementing the variation

5. Price

- 5.1 The Price shall be the price quoted in any Quotation provided by the Seller or where none is quoted or the price quoted in the Quotation no longer applies the Price listed in the Sellers Price List current at the date the Seller accepts the Buyers Order unless the Seller agrees otherwise in Writing with the Buyer
- 5.2 If the Seller shall have provided the Buyer with a Quotation the Price shall be valid for twenty eight (28) Business Days from (but excluding) the date of the Quotation or until earlier acceptance of the Buyers Order by the Seller
- 5.3 The Seller reserves the right
 - 5.3.1 subject as provided by Condition 5.2 to increase the Price on giving notice in Writing to the Buyer at any time before acceptance of the Buyers Order to reflect
 - 5.3.1.1 any increase in cost to the Seller relating to the Goods
 - 5.3.1.2 any change in delivery date(s) quantities or specification for the Goods required by the Buyer and agreed by the Seller or
 - 5.3.1.3 any delay caused by the failure of the Buyer to provide any relevant sample drawing design specification or instructions
 - 5.3.2 without giving notice in Writing to the Buyer to alter its prices at any time after expiry of the shorter of the periods referred to in Condition 5.2
- 5.4 The cost of transportation insurance and (where applicable) packaging is included in the Price unless specified otherwise in Writing by the Seller or stated otherwise in any Quotation provided by the Seller
- 5.5 The Price excludes VAT which the Buyer shall pay to the Seller in addition to the Price

6. Payment Terms

- 6.1 If the goods are to be delivered to the Buyers premises or elsewhere on the instructions of the Buyer the Seller may invoice the Buyer for the Price on or at any time after delivery
- 6.2 If the goods are to be collected by the Buyer or Buyers representative the Seller may invoice the Buyer for the Price on or at any time after collection
- 6.3 If the Goods are to be
 - 6.3.1 delivered and the Buyer fails or refuses to take delivery of them or
 - 6.3.2 collected and the Buyer fails or refuses to collect them the Seller may invoice the Buyer for the Price at any time after the Seller has notified the Buyer in Writing the Goods have been tendered for delivery or (as appropriate) are ready for collection
- 6.4 The Buyer shall pay the Price within thirty (30) days of the date of the Invoice or as otherwise agreed in Writing between the Seller and the Buyer
- 6.5 The Seller shall be entitled to recover the Price whether or not delivery of collection of the Goods has taken place and the Buyer has acquired title to them
- 6.6 The time for payment of the Invoice is of the essence of the Contract unless the Seller agrees otherwise in Writing
- 6.7 A receipted Invoice will be issued on request by the Buyer only
- 6.8 If the Buyer fails to pay the Invoice in full by the Invoice payment date the Seller may
 - 6.8.1 cancel the Contract or
 - 6.8.2 if the Goods are to be delivered suspend delivery of the Goods or any other goods deliverable to or to the order of the Buyer
 - 6.8.3 if the Goods are to be collected and have not been collected refuse collection of the Goods by the Buyer or the Buyers authorised representative
 - 6.8.4 appropriate any payment made by the Buyer to any of the Goods (or goods supplied under any other contract between the Buyer and the Seller) as the Seller in its absolute discretion may decide regardless of any purported appropriation by the Buyer
 - 6.8.5 charge the Buyer interest from and including the Invoice date (both before and after any court judgment) on the unpaid amount of the Invoice at the rate of three per centum (3%) per calendar month or part of a calendar month calculated on a daily basis until payment in full in cleared funds is received by the Seller
- 6.9 The remedies referred to in Condition 6.8 may at the discretion of the Seller be exercised by it individually or in combination and do not restrict or replace any other legal right or remedy available to the Seller
- 6.10 The Buyer shall not be entitled to make any deduction from or withhold the whole or any part of the payment due in respect of the Invoice unless previously agreed in Writing by the Seller
- 6.11 The Seller shall have the right to exercise a lien over any samples drawings designs specifications or any other property of the Buyer from time to time in the possession of the Seller for any reason until the Price and all (if any) other sums due under the Contract have been paid in full
- 6.12 The Seller shall have the right in the event of non payment by the Buyer of the Price or any other sums due under the Contract to sell any property of the Buyer held in accordance with Condition 6.11 as agent for and at the expense of the Buyer and appropriate the proceeds of sale towards the Price and any other sums due to the Seller under the Contract or any other Contract under which money remains due to the Seller from the Buyer on giving not less than five (5) Business Days notice in Writing to the Buyer
- 6.13 If the Seller shall sell any materials components or other property of the Buyer pursuant to Condition 6.12 the Seller shall
 - 6.13.1 discharge any sums due to the Seller under the Contract out of the sale proceeds of such property and

- 6.13.2 pay any balance of the sale proceeds remaining to the Buyer
- 6.14 The Seller will use its reasonable endeavours to procure the market price for any property of the Buyer sold pursuant to Condition 6.12 but shall be under no obligation to do so
- 6.15 Once the Seller has accounted to the Buyer for any balance of the sale proceeds of any property sold pursuant to Condition 6.12 the Seller shall be discharged from any further liability to the Buyer in respect of the sale of such property

7. Delivery

- 7.1 Delivery of the Goods shall take place
 - 7.1.1 if the Goods are to be delivered to the premises of the Buyer or elsewhere as directed in Writing by the Seller delivering the Goods in accordance with the Buyers delivery instructions
 - 7.1.2 if the goods are to be collected by the Buyer or the Buyers representative from the premises of the Seller at any time after the Seller has notified the Buyer in Writing the Goods are available for collection and the Buyer or the Buyers authorised representative collects them
- 7.2 Any date(s) quoted by the Seller to the Buyer or agreed between the Seller and the Buyer for delivery or collection of the Goods are approximate and the Seller shall not be liable to the Buyer or any other person for any delay in delivery regardless of the cause of the delay
- 7.3 The time for delivery is not of the essence of the Contract unless previously agreed in Writing by the Seller
- 7.4 The goods may be delivered or made available for collection by the Buyer in advance of any quoted or agreed delivery or collection date on the Seller giving reasonable notice in Writing to the Buyer
- 7.5 Where delivery or collection of the Goods is to be made in bulk the Seller reserves the right to deliver or make available for collection by the Buyer 10 per centum (10%) more or less than the quantity specified in any Quotation provided by the Seller or if different the Buyers Order without any appropriate adjustment in the Price and the quantity delivered or collected shall be treated for all purposes as the quantity specified in the Quotation for (where appropriate) the Buyers Order
- 7.6 The Buyer shall be bound to take delivery of the quantity of any bulk Goods referred to in condition 7.5 regardless of discrepancy in quantity
- 7.7 Where the Goods are to be delivered or collected in instalments each delivery or collection shall constitute a separate Contract between the Seller and the Buyer and
 - 7.7.1 failure by the Seller to deliver or make available for collection any one or more of the instalments in accordance with these Conditions or
 - 7.7.2 any claim by the Buyer relating to any one or more of the instalments shall not entitle the Buyer to treat the Contract as a whole as discharged
- 7.8 If the Seller fails to deliver or make available for collection the Goods or any instalment of the Goods in accordance with these Conditions for any reason except in circumstances beyond the Sellers control or due to the fault of the Buyer any consequential liability of the Seller shall be limited to any greater cost to the Buyer of buying similar goods in the cheapest available market to replace the Goods
- 7.9 If the Buyer
 - 7.9.1 fails or refuses except for any reason beyond the Buyers reasonable control
 - 7.9.1.1 to take delivery of the Goods or
 - 7.9.1.2 to give the Seller adequate delivery instructions before or at the time stated for delivery or as appropriate
 - 7.9.1.3 to collect the Goods
 - 7.9.2 the Seller may

- 7.9.2.1 store the Goods until actual delivery takes place and charge the Buyer for the cost of storage (including insurance) or
- 7.9.2.2 sell the Goods at the best price reasonably obtainable and (after deducting storage and selling expenses) account to the Buyer for any balance over and above the Price or charge the Buyer for any shortfall below the Price
- 7.10 The remedies referred to in Condition 7.9.2 shall not restrict or replace any other legal right or remedy available to the Seller

8. Risk and Title to Goods

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer
 - 8.1.1 where the Goods are to be delivered to the Buyers premises or elsewhere as directed by the Buyer
 - 8.1.1.1 on delivery
 - 8.1.1.2 when tendered for delivery if the Buyer fails or refuses to take delivery of the Goods
 - 8.1.2 where the Goods are to be collected by the Buyer or the Buyers authorised representative
 - 8.1.2.1 on collection
 - 8.1.2.2 where made available for collection if the Buyer or the Buyers authorised representative fails or refuses to collect the Goods when the Seller notifies the Buyer the Goods are available for collection
- 8.2 Title to the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment of the Price in full and all other goods agreed to be sold by the Seller to the Buyer under any other contract for which payment is then due
- 8.3 If the Goods are to be delivered to the premises of the Buyer or elsewhere as directed by the Buyer until title to the Goods passes to the Buyer in accordance with Condition 8.2 the Buyer shall
 - 8.3.1 hold the Goods as the fiduciary agent of the Seller and as bailee only
 - 8.3.2 keep the Goods separate from those of the Buyer and any other persons properly stored and insured for not less than the Price and adequately identified as the Sellers property
- 8.4 Condition 8.3 shall not prevent the Buyer from reselling or using the Goods in the ordinary course of the Buyers business
- 8.5 Subject to condition 8.4 until title to the Goods passes to the Buyer the Seller may at any time require the Buyer to deliver up the Goods to the Seller and if the buyer fails or refuses to do so within the period prescribed by the Seller enter the premises of the Buyer or any other party where the Goods or those which are unsold or unused are stored or located and take possession of them
- 8.6 The Buyer shall not be entitled to pledge or charge the Goods or any of them as security whilst any of them remain the property of the Seller
- 8.7 If the Buyer pledges or charges any of the Goods in default of Condition 8.6 all money owed by the Buyer to the Seller shall become due and payable to the Seller immediately
- 8.8 The remedy referred to in Condition 8.7 shall not restrict or replace any other legal right or remedy available to the Seller

9. Warranties and Liability

- 9.1 Except as provided by these Conditions the Seller warrants that the Goods will correspond with their description in the Sellers Price List or in any Quotation provided by the Seller or where the description of the Goods has been varied by agreement between the Seller and the Buyer the Buyers Order at the time of delivery or (as appropriate) collection by the Buyer or the Buyers authorised representative and as respects
 - 9.1.1 Goods provided by the Seller will be free from defects in materials and workmanship and
- 9.2 The Seller shall be under no liability to the Buyer under Condition 9.1

- 9.2.1 for any defect in the Goods arising from any drawing design sample specification instruction or materials provided by the Buyer.
- 9.2.2 for any defect due to fair wear and tear wilful damage negligence abnormal working conditions failure to follow the instructions of the Seller (whether oral or in Writing) misuse alteration or repair of the Goods without the Sellers approval in Writing
- 9.2.3 if the Price or any part of the Price has not been paid by the due date for payment
- 9.2.4 for any defect arising in or from any materials or components supplied by the Buyer
- 9.2.5 for any defect arising in or from any materials or components not manufactured fabricated or assembled by the Seller.
- 9.3 The Buyer shall be entitled in respect of the materials and components referred to in Conditions 9.2.4 and 9.2.5 only to the benefit of any warranty or guarantee given by the manufacturer of these materials or components
- 9.4 Except as expressly provided by these Conditions all warranties conditions or other terms implied by the law of the European Union Act of Parliament statutory regulation or common law are excluded so far as permitted by law.
- 9.5 If the Seller shall have provided a Quotation any claim by the Buyer based on a defect in the quality or condition of the Goods or their failure to correspond with the specification or description given in the Quotation or where the Quotation is varied following submission the Buyers orders shall
 - 9.5.1 where delivered or tendered for delivery at the Buyers premises or elsewhere as directed by the Buyer be notified to the Seller in Writing
 - 9.5.1.1 within seven (7) Business Days from the date of delivery or tender for delivery where the defect or failure is apparent on reasonable inspection or
 - 9.5.1.2 within seven (7) Business Days after discovery of the defect or failure if not apparent on reasonable inspection.
 - 9.5.2 where collected by the Buyer or the Buyers authorised representative from the Sellers premises
 - 9.5.2.1 within seven (7) Business Days of the date of collection where the defect or failure is apparent on reasonable inspection or
 - 9.5.2.2 within seven (7) Business Days after the discovery of the defect or failure if not apparent on reasonable inspection.
- 9.6 If the Goods are delivered to or on the direction of or are collected by the Buyer and the Buyer does not notify the Seller of any claim within the time limits specified in Conditions 9.5 and 9.6
 - 9.6.1 the Buyer shall not be entitled to reject the Goods and
 - 9.6.2 the Seller shall not be liable for the defect or failure
 - 9.6.3 the Buyer shall pay the Price as if the Goods had been delivered in accordance with the Contract
- 9.7 Where a valid claim in respect of the Goods or any of them based on a defect in their quality or condition or failure to correspond with the specification or description given in any Quotation or where any Quotation is varied following submission the Buyers Order is notified to the Seller in accordance with these Conditions the Seller may at its discretion
 - 9.7.1 replace or repair the Goods or such of the Goods accepted by the Seller as being defective or as failing to correspond with specification or description free of any further charge or
 - 9.7.2 refund the Price or the part of the Price relating to the defective Goods or the Goods which fail to correspond with specification or description

- 9.8 The Seller shall have no further liability to the Buyer for any claim in respect of the Goods once the Seller has replaced or repaired the Goods in accordance with Condition 9.7.1 or refunded the Price in accordance with Condition 9.7.2
- 9.9 Except for death or personal injury caused by the Seller's negligence or the liability of the Seller for defective products under the Consumer Protection Act 1987 the Seller shall not be liable to the Buyer for
- 9.9.1 any representation (unless fraudulent) in respect of the Goods or the Services
- 9.9.2 any implied warranty (except as respects the title of the Seller to any Goods manufactured by the Seller) condition or other term
- 9.9.3 any duty at common law or under these Conditions or
- 9.9.4 for loss of profit or for any indirect consequential or incidental loss or damages costs expenses or other claims for payment arising out of the supply of the Goods or the provision of the Services or the use or resale of the Goods by the Buyer
- 9.10 The total liability of the Seller under or pursuant to the Contract shall not exceed the Price except where expressly provided otherwise by these Conditions

10. Force Majeure

- 10.1 The Seller shall not be liable to the Buyer or be treated as being in breach of the Contract or these Conditions due to any delay in performing or failing to perform any of the Seller's obligations in relation to the Goods or the provision of the Services where the delay or failure was caused by circumstances beyond the reasonable control of the Seller.
- 10.2 Without limiting the provisions of Condition 10.1 the following shall be treated as causes beyond the Seller's reasonable control
- 10.2.1 Act of God explosion flood severe weather conditions fire or serious accident
- 10.2.2 war or threat of war sabotage civil disturbance or military action
- 10.2.3 governmental parliamentary or local authority acts restrictions regulations bye laws prohibitions or other measures
- 10.2.4 import or export restrictions or embargoes
- 10.2.5 strikes lock outs or other industrial actions in trade disputes whether involving employees of the Seller or other persons
- 10.2.6 difficulty delay or impossibility of obtaining raw materials parts labour or fuel
- 10.2.7 malfunctioning or breakdown in the Sellers equipment plant machinery or vehicles where incapable of repair or replacement within a reasonable time
- 10.2.8 power failure at the Sellers premises

11. Infringement of Intellectual Property Rights

- 11.1 Except as provided by Condition 11.2 the Seller shall indemnify the Buyer against loss damages costs and expenses awarded against or incurred by the Buyer in respect of any claim that the use or resale of the Goods by the Buyer infringes the patent copyright design trade mark or other industrial or intellectual property rights of any other person.
- 11.2 The indemnity provided by Condition 11.1 shall
- 11.2.1 not apply to Goods produced by the Seller using any drawing design specification or instructions provided or manufactured fabricated or assembled from vehicles materials or components supplied by or on behalf of the Buyer
- 11.2.2 apply provided
- 11.2.2.1 the Seller is given full control of any proceedings or negotiations arising in respect of the claim by the Buyer
- 11.2.2.2 the Buyer gives the Seller all reasonable assistance for the purpose of investigating or pursuing the proceedings or negotiations

- 11.2.2.3 the Buyer shall not pay or accept any claim (except a final award) or compromise any proceedings without the consent of the Seller
- 11.2.2.4 the Buyer shall do nothing which will or might prejudice or jeopardise any policy of insurance or insurance cover which the Buyer has in respect of any alleged infringement
- 11.2.2.5 the Seller shall be entitled to the benefit of and the Buyer shall pay the Seller all damages and costs (if any) awarded to the Buyer which are payable by or agreed to be paid by any other person in respect of the claim
- 11.2.3 Without limiting any duty of the Buyer at common law the Seller may require the Buyer to take any steps reasonably requested by the Seller to mitigate or reduce any loss damages costs or expenses for which the Seller is liable under the indemnity in Condition 11.1
- 11.2.4 The indemnity provided by Condition 11.2.2.4 shall not apply to the extent that the Buyer uses its best endeavours to recover and recovers any insurance money in respect of any infringement of intellectual property rights by the Seller

12. Insolvency of Buyer

- 12.1 This Condition applies if
 - 12.1.1 the Buyer
 - 12.1.1.1 if an individual or company makes a voluntary arrangement with its creditors
 - 12.1.1.2 if an individual becomes bankrupt
 - 12.1.1.3 if a company becomes subject to an administration order or goes into liquidation except for the purpose of amalgamation or reconstruction
 - 12.1.2 a lender takes possession of or a receiver or administrative receiver is appointed of any property or assets of the Buyer or
 - 12.1.3 the Buyer ceases or threatens or ceases to carry on business
 - 12.1.4 the Seller reasonably suspects or believes that any of the events referred to in this Condition is about to occur in respect of the Buyer and notifies the Buyer in Writing of the Seller's decision
- 12.2 If Condition 12.1 applies
 - 12.2.1 the Seller may cancel the Contract or suspend any further deliveries of the Goods under it
 - 12.2.2 the price or any part of it which remains unpaid shall become due and payable immediately regardless of any previous agreement or understanding to the contrary between the Buyer and the Seller
- 12.3 The remedies referred to in Condition 12.2 shall not restrict or replace any other legal right or remedy available to the Seller

13. Export

- 13.1 In these conditions "Incoterms" means the internal rules for interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires any term of 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
- 13.2 Where the Goods are supplied for export from the United Kingdom the provisions of this Condition 13 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of those Conditions
- 13.3 The Buyer 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 thereon

- 13.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered from the air or sea port of shipment and the Seller shall be under no obligation to give notice under Section 32 (3) of the Sale of Goods Act 1979
- 13.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller 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
- 13.6 The Buyer undertakes not to offer the Goods for resale in any country notified by the Seller to the Buyer at or before the time the Buyer's order is placed or to sell the Goods to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods in any such country

14. Dispute Resolution

- 14.1 If any dispute arises between the Seller and the Buyer about meaning or effect of these Conditions or their respective rights and responsibilities under them
- 14.1.1 the party in dispute will notify the other in Writing without delay once it is clear that a dispute has arisen stating clearly the reason for and circumstances of the dispute
- 14.1.2 the Seller and the Buyer will then have thirty (30) Business Days from the date of the notice referred to in Condition 14.1.1 to use all reasonable efforts to negotiate in good faith and settle the dispute between themselves
- 14.1.3 if after thirty (30) Business Days the dispute had not been settled to satisfaction of the Seller and the Buyer they or their authorised representatives will attempt to decide it by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure.
- 14.2 To begin a mediation under Condition 14.1.3 either party will give notice in Writing to the other requesting a mediation takes place not later than thirty (30) Business Days after the date of the notice unless the Seller and the Buyer and the mediator agree a longer or shorter period.
- 14.3 If there is any issue on the conduct of the mediation that the Seller and the Buyer or their authorised representatives cannot agree between themselves within fourteen (14) Business Days of the date of the notice referred to in Condition 14 the mediator will at the request of either party given in Writing decide the matter after consulting them both and his decision will be final.
- 14.4 If the Seller and Buyer are unable to settle their dispute by mediation either of them may refer it to arbitration by a single arbitrator to be appointed in default of agreement within not more than fourteen (14) Business Days of the service by one party on the other in Writing of a request to agree the proposed appointment by the President for the time being of the Law Society
- 14.5 The decision of any arbitrator appointed in accordance with Condition 14.4 will be final and conclusively binding on the Seller and the Buyer in the absence of serious error and his fee will be paid by them in the proportions of the arbitrator directs or in the absence of direction in equal shares.
- 14.6 Nothing contained in this Condition 14 shall restrict either party's freedom to commence legal proceedings to preserve any legal right or remedy under these Conditions or to protect any proprietary or confidential right of that party.

15. Notices

- 15.1 Any notice given by either party to the other under these Conditions shall be in Writing addressed to the other party at its registered office or principal place of business or any other address notified to the party giving the notice.

16. Third Party Rights

- 16.1 No person who or which is not a party to the Contract shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms including these Conditions.
- 16.2 Condition 16.1 does not affect or limit any right or remedy of a third party which exists independently of the Contracts (Rights of Third Parties) Act 1999.
- 17. Assignment**
- 17.1 The rights and responsibilities of the Buyer under the Contract shall not be assigned by the Buyer without the consent in Writing of the Seller.
- 18. General**
- 18.1 No waiver by the Seller of any breach or non performance of the Contract by the Buyer shall be considered a waiver of any later breach or non performance of the same or any other provisions including the Conditions.
- 18.2 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or part the validity and enforceability of the remainder shall not be affected.
- 19. Law Jurisdiction**
- 19.1 The Contract shall be governed by the laws of England and the Buyer agrees to submit to the exclusive jurisdiction of the English Courts.