

AMGR Ltd t/as Reader Air Conditioning • Conditions of Sale of Goods and Provision of Services

1 Definitions and Interpretation

1.1 In these Conditions the following words have the following meanings:

"the Company" means AMGR Limited (Registered No:6319553) t/as Reader Air Conditioning whose registered office is at 28 Church Road Stanmore Middlesex HA7 4XR.

"Contract" means any contract between the Company and the Customer for the sale of Goods and/or provision of Services, incorporating these Conditions;

"the Customer" means the person(s), firm or company who purchases the Goods and/or Services from the Company;

"Goods" means any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them);

"Services" means any Services agreed in the contract to be supplied to the Customer by the Company;

"Working Day" means any day except Saturday, Sunday or a bank holiday, public or statutory holiday in England.

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted, suspended or replaced.

1.3 In these Conditions references to a gender include every gender, reference to persons include an individual, company, corporation, firm or partnership and reference to the singular include the plural and vice versa as the context admits or requires.

1.4 Headings are for ease of reference only and shall not affect the construction of these Conditions 2.

2. Application of Terms

2.1 Subject to any variation under Condition 2.2 the Contract will be subject to these Conditions to the exclusion of all other terms and Conditions (including any terms or Conditions which the Customer purports to apply under any purchase order, confirmation of order specification or other document whatsoever).

2.2 Any variation to these Conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing and Signed by a director of the Company.

2.3 Each order for Goods or Services by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods or Services subject to these Conditions.

2.4 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company commences manufacture or despatch of the Goods to the Customer. Any order shall be accepted entirely at the discretion of the Company.

2.5 The Customer must ensure that the terms of its order and any applicable specification are complete and accurate.

2.6 Any quotation or estimate is given subject to these Conditions Without prejudice to the Company's right not to accept an order. Quotations will be valid for 30 days from date of issue.

2.7 The Customer can only cancel an order (or any part of an order) which the Company has already accepted, with the Company's prior agreement in writing and provided that the Customer indemnifies the Company in full in terms established by the Company. The Company is not bound to agree to any such cancellation and may complete such order even if the Customer claims to cancel the order.

3. Description of the Goods and Services

3.1 The description of the Goods or Services shall be set out in the Company's acknowledgement of order, or in its absence the Company's quotation or proforma invoice.

3.2 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures or pdf documents are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them and they will not form part of the Contract.

4. Delivery and Acceptance of Goods

4.1 Unless otherwise agreed in writing by the Company delivery of the Goods shall take place at the customers place of business.

4.2 The Customer will take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for delivery.

4.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.

4.4 Subject to the other provisions of these Conditions the Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even caused by the Company's negligence), nor will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 90 days.

4.5 If for any reason the Customer does not accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations then the Goods will be deemed to have been delivered, risk passing to the Customer (including for loss or damage caused by the Company's negligence) and the Company may:

(a) store the Goods until actual delivery whereupon the Customer will be liable for all related costs and expenses (including without limitation storage and insurance); or

(b) sell the Goods at the best price readily obtainable and (after deduction all reasonable storage and selling expenses) account to the Customer for any excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract

4.6 The Customer will provide at its expense at the place of delivery adequate and appropriate equipment and manual labour for loading the Goods.

4.7 If the Company delivers to the Customer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company the Customer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate

4.8 The Company shall be entitled at its discretion to make delivery of the Goods by instalments and to invoice the Customer for each Instalment despatched. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of anyone or more Instalments shall not entitle the Customer to treat the Contract as a whole as repudiated or to refuse to accept subsequent instalments

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

4.10 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless written notice is given to the Company within 7 days and oral notice by telephone to the Company within 48 hours of the date when the Goods would in the ordinary course of events have been delivered

4.11 Any liability of the Company for non delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

4.12 Subject to Condition 4.13 the Customer will be deemed to have accepted the Goods as being in accordance with the Contract unless, within 14 days of the date of delivery of the Goods, the Customer notifies the Company in writing of any defect or other failure of the Goods to conform with the Contract which would be apparent upon reasonable inspection and testing of the Goods within 14 days (or within a reasonable time where the defect or failure would not be so apparent), falling which the customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

4.13 Where the Company agrees to deliver the Goods at premises other than the Customers the Company shall have no liability for damage caused by

the carrier or caused in transport or loading or unloading unless the Company is notified of that damage within 2 Working Days of delivery.

4.14 Goods, once delivered may not be returned, unless agreed in advance in writing by the Company, and subject to the following conditions:

- a) Goods are returned in a new and unused condition;
- b) Any packaging remains unbroken and in reasonable condition;
- c) Returns are made within 3 weeks of delivery of those Goods; all transport and other costs paid by the Customer;
- d) Payment by the customer to the Company of a restocking charge of 20% of the Nett invoice value of the relevant Goods;
- e) Returned goods shall be accompanied by a written record of invoice number, date and note of reasons for return.

4.15 Blanket Orders - The following provisions will apply where the Company supplies the goods under a blanket order received from the Customer:-

- a) If the order is a scheduled order where the maximum quantity of goods required and the approximate dates (including the terminal date) on which the requirements will be called off are specified, the whole order will be treated as a single contract upon the contract terms
- b) If the order is a non-scheduled order where the maximum quantity of goods required or where the appropriate call off dates are not specified, each call off will be deemed to conclude a separate contract upon the Contract Terms. Without limiting the generality of any of the other Contract Terms the Company will not be under any liability to the Customer if at the time of any call off by the Customer the Company is unable for whatever reason to supply goods in accordance with the Customers requirements.

4.16 Design etc.

- a) Where the goods are manufactured in accordance with information or drawings supplied by the Customer or to his design or specification or where standard goods of the Company are altered in accordance with the Customers instructions:-
 - i) No guarantee or warranty is given by the Company as to the practicability, efficiency, safety or otherwise of the Goods (this being without prejudice to any other of the Contract Terms)
 - ii) The Customer will indemnify and keep the Company indemnified against all liability incurred by the Company as a result of such Goods infringing any patent, registered design, copyright, or other like protection of the provision of any statute, statutory instrument or regulation for the time being in force
- b) No variation by the Company in the specification or design of any Goods shall constitute a breach of contract or impose upon the Company any liability whatsoever
- c) The Company shall be under no liability whatsoever to the Customer in respect of any loss, damage or claim incurred by or made against the Customer should any goods supplied by the Company infringe any patent, registered design, copyright or other like protection or the provision of any statute, statutory instrument or regulation for the time being in force
- d) Unless otherwise agreed in writing all patterns, drawings, tools, electronic data, etc., produced by or on behalf of the Company shall remain the property of the Company.

5. Risk and Legal Title

5.1 The Goods shall be at the risk of the Customer from the time of delivery

5.2 Full legal beneficial and equitable title to and property in the Goods shall remain vested in the Company (even though they have been delivered and risk has passed to the Customer) until:

- (a) payment in full, in cash or cleared funds for all the Goods has been received by the Company, and
- (b) all other money payable by the Customer to the Company on any other account or under the Contract or any other contract has been received by the Company

5.3 Until title to and property in the Goods passes to the Customer

- (a) the Customer shall hold the Goods on a fiduciary basis as the Company's bailee;
- (b) the Customer shall store the Goods at its premises in a proper manner in conditions which adequately protect, preserve the Goods and insure them without any charge to the Company and not tamper with any identification upon the Goods or their packaging and shall ensure that they are stored adequately from any other goods whether or not supplied by the Company and are clearly identified as belonging to the Company and the Company shall be entitled to examine any such Goods in storage at any time during normal business hours upon giving the Customer reasonable notice of its intention to do so;
- (c) the Company may at any time on demand and without prior notice require the Customer to deliver the Goods up to the Company and the Company may repossess and resell the Goods if any of the events specified in Condition 14 occurs or if any sum due to the Company from the Customer under the Contract or on any other account or under any other contract is not paid when due;
- (d) for the purposes of this Condition 5 the Company, its employees and agents will be entitled to free and unrestricted access to any premises owned, occupied or controlled by the Customer and/or any other location where any of the Goods are Situated at any time without prior notice;
- (e) the Company shall be entitled to maintain an action against the Customer for the Price of the Goods notwithstanding that title to and property in the Goods has not passed to the Customer; and
- f) the Company hereby authorises the Customer to use and/or sell the Goods in the normal course of the Customers business and to pass good title in the Goods to its customers if they are purchasers in good faith without notice of the Company's rights. This right shall automatically cease on the occurrence of any event set out in Condition 14 and/or if any sum owed to the Company by the Customer is not paid when due. If the Customer sells the Goods prior to paying the full price thereof the Customer shall hold the proceeds of sale on trust for the Company and shall immediately pay the proceeds of the sale into a separate bank account. The Company shall be entitled to call upon the Customer to assign all claims that the Customer may have against purchasers of the Goods from the Customer

5.3 The Company's rights and remedies set out in this Condition 5 are in addition to and shall not in any way prejudice, limit or restrict any of the Company's other rights or remedies under the Contract or in law or equity.

6. Services

6.1 If the Contract includes the Company undertaking Services, then such Services shall be on the basis of the exclusions set out in Condition 6, 9 and 10 and the warranties set out in Conditions 6.2 and 9.

6.2 The Company warrants that it will carry out the Services under the Contract with reasonable care and skill. This warranty will be the only warranty given in respect of such Services.

6.3 Where the Company is to perform the Services at the Customers premises, the Customer shall procure safe access to the premises and the provision of adequate power, lighting, heating and other such facilities or supplies for the Company's employees or agents in accordance with the demands of any applicable legislation and as the Company shall reasonably require.

6.4 The Services will be deemed completed and the relevant element of the price accordingly due and payable forthwith when the Company issues a written notice to the Customer confirming such completion or if the Company is available to perform the Services but is prevented from doing so by reason of:

- (a) the lack of relevant assistance from the Customer (such as lack of availability of test components or parts from the Customer); and/or
- (b) the condition of the installation site and/or the facilities or the services available therein at the time of agreed provision of the Services.

7. Price

7.1 Unless otherwise agreed by the Company in writing the Price for the Goods or Services shall be the price set out in the Company's price list published on the date of delivery or deemed delivery of the Goods, or completion of performance of the Services

7.2 Unless agreed otherwise the price for the Goods shall be exclusive of any value added tax or other Similar taxes or levies and all costs or charges in relation to loading, unloading, carnage and insurance all of which amounts the Customer will pay in addition when it is due to pay for the Goods.

8. Payment

- 8.1 For account holders only payment of the Price for the Goods and/or Services is due 30 days after the earlier of the delivery of Goods or provision of Services, or date of invoice. For non-account holders payment of the Price for the Goods and/or Services is due in advance of delivery of the Goods and/or Services
- 8.2 Time for payment shall be of the essence.
- 8.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.4 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.
- 8.5 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 8.6 If payments received from the Customer are not stated to refer to a particular invoice, the Company may appropriate such payment to any outstanding invoice addressed to the Customer from the Company.
- 8.7 The Company may withdraw any credit facility granted by it to the Customer at its sole discretion at any time .
- 8.8 If any sum due from the Customer to the Company under the Contract or any other contract is not paid on or before the due date for payment then all sums then owing by the Customer to the Company shall become due and payable immediately and, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- (a) cancel or suspend its performance of the Contract or any order including suspending deliveries of the Goods and suspending delivery of any other goods to the Customer and suspending provision of the Services until arrangements as to payment or credit have been established which are satisfactory to the Company;
 - (b) appropriate any payment made by the Customer to such of the Goods or such of the Services (or any goods or services supplied under any other contract between the Customer and the Company) or as the Company may think fit;
 - (c) require the Customer to pay for Goods prior to their despatch or collection from the Company's premises;
 - (d) suspend performance of Services remaining to be carried out; and
 - (e) charge the Customer:
 - (f) interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment at the rate of eight per cent (8%) per annum above the base lending rate of Barclays Bank PLC prevailing from time to time until payment is made in full;
 - (g) the cost of obtaining judgement or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.

9. Quality

- 9.1 If the Customer establishes to the Company's reasonable satisfaction that there is a defect in the materials or workmanship of the Goods manufactured or there is some other failure by the Company in relation to the conformity of the Goods with the Contract or the Services have not been performed with reasonable care and skill then the Company shall at its option and within a reasonable time at its sole discretion either:
- (a) repair or make good such defect or failure in such Goods or re-perform such Services free of charge to the Customer (including all costs of transportation of any Goods or materials to and from the Customer for that purpose);
 - (b) replace such Goods with Goods which are in all respects in accordance with the Contract; or
 - (c) issue a credit note to the Customer in respect of the whole or part of the purchase price of such Goods or Services as appropriate having taken back such Goods or materials relating to such Services subject in every case to the remaining provisions of this Condition 9 provided that the liability of the Company under this Condition 9 shall in no event exceed the purchase price of such Goods or Services and performance of any one of the above options shall constitute an entire discharge of the Company's liability under this warranty.
- 9.2 Condition 9.1 shall not apply unless the Customer:
- (a) notifies the Company in writing of the alleged defect within 7 days of the time when the Customer discovers or ought to have discovered the defect and in any event within 12 months of the delivery of the Goods or 3 months of performance of Services to the Customer or such other periods as agreed by the Company in writing; and
 - (b) affords the Company a reasonable opportunity to inspect the relevant Goods or the location at which the Services were performed and, if so requested by the Company and where it is reasonable to do so, promptly returns to the Company or such other person nominated by the Company a sample of the Goods or materials relating to the Services within 14 days, carriage paid by the Customer, for inspection, examination and testing and/or otherwise permit the Company to have access to the Goods or such materials at the Customer's premises or other location where they may be or the Services were performed for such purposes.
- 9.3 If the Company elects to replace the Goods or re-perform the Services the Company shall deliver the replacement Goods to or re-perform the Services for the Customer at the Company's own expense at the address to which the defective Goods were delivered and the title to the defective Goods which are being replaced shall (if it has vested in the customer) re-vest in the Company and the Customer shall make any arrangements as may be necessary to deliver up to the Company the defective Goods which are being replaced or materials relating to the previously performed Services to the Company.
- 9.4 The Company shall be under no liability under the warranty at Condition 9.1 above:
- (a) in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing) , failure to follow the Company's recommended maintenance programme, misuse or alteration or repair of the Goods without the Company's approval ;
 - (b) If the total price for the Goods or Services has not been paid by the due date for payment.
 - (c) for any 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 to the extent to which it is assignable;
 - (d) in respect of any components or type of wear specifically excluded by the Company by notice in writing; or
 - (e) if the Goods were not correctly installed in accordance with the Company's instructions, or were not installed by an installer approved by the Company
- 9.5 The terms of Condition 9 are subject to any amendment or superseding warranty made by notice in writing from the Company to the Customer.

10. Limitation of Liability

10.1 Subject to Condition 9, the following provisions set out the entire liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of these Conditions or the Contract; and
- (b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by in relation to Goods, section 12 of the Sale of Goods Act 1979 and, in relation to Services, Section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, or fraudulent misrepresentation (save that in respect of any fraudulent misrepresentation, the Customer's remedy shall be limited to damages).

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 10.4

10.4 Subject to Conditions 10.2 and 10.3:

- (a) the Company's total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to 100% of the price of the Goods/Services in respect of which the Customer suffered or incurred such loss or damage; and
- (b) the Company shall not be liable to the Customer for any loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) or loss or damage (contractual, tortious, breach of statutory duty or otherwise) which arise out of or in connection with the Contract, or for any liability incurred by the Customer to any other person for any economic loss, claim for damages or awards howsoever arising from the Goods, Services or otherwise.

10.5 The price of the Goods/Services has been calculated on the basis that the Company will exclude or limit its liability as set out in the Contract and the Customer by placing an order agrees and warrants that the Customer shall insure against or bear itself any loss for which the Company has excluded or limited its liability in the Contract and the Company shall have no further liability to the Customer.

11. Safety

11.1 The Customer shall comply at all times with the written instructions and all written guidelines issued from time to time attached to the Goods concerning their storage, application, installation, repair, maintenance and use and the Customer shall refer its employees and its customer to such instructions and guidelines. The Customer shall ensure that the Goods are only installed by those persons approved by the Company.

11.2 The Customer should satisfy itself that the persons responsible for the storage, application, installation, use, repair or maintenance of any Goods supplied by the Company have all the information required on health and safety and the Company shall not be liable to the Customer in any civil proceedings brought by the Customer against the Company in respect of a breach of the user Instructions or any health and safety regulations, order or directions made pursuant to the Health & Safety at Work Act 1974 or any other directive regulation order or other instrument relating to health and safety where such exclusion of liability is permitted by law.

11.3 If the Company notifies the Customer in writing of any defect in the Goods previously delivered to the Company or Services previously performed at any time or any error or omission in the instructions for the use and/or assembly or installation of the Goods (whether or not any such defect, error or omission represents a breach of the warranty in Condition 6 or 9 or any other provision of the Contract) which exposes or may expose consumers to any risk of death, injury or damage to property, the Customer shall co-operate fully and promptly with any steps taken by the Company under Condition 11.4 below.

11.4 The Company may at its discretion recall any Goods already sold by the Company to its customers (where for a refund or credit or for replacement of the Goods which shall in each case be undertaken by the Company) and/or Issue any written or other notification to its customers about the manner of use or operation of any Goods already sold by the Customer to its customers and/or offer to re perform Services previously quoted.

11.5 The Customer, acknowledging the importance of this Condition 11, agrees that in addition to any other remedy available to the Company to irrevocably and unconditionally indemnify the Company and its employees, servants or agents on full and on demand and keep them indemnified from and against all claims, demands, actions, proceedings and all damages, losses, costs and expenses (including without limitation legal and other professional adviser's fees and all economic loss whether direct or indirect (including without limitation loss of profit, future revenue, reputation or goodwill and anticipated savings) which are made or brought against or incurred or suffered by any of them directly or indirectly and whether wholly or in part result from the Customer's breach of Conditions 11.2, 11.2 and 11.3 whether or not such losses or consequences of such breach were foreseeable at the time of creation of the Contract. This indemnity shall cover all consequential and indirect losses suffered by the Company and its employees, servants or agents and they shall have no duty to mitigate any such loss.

12. Subcontracting, Assignment and Third Party Rights

12.1 The customer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of the Company.

12.2 The Company may assign, charge, subcontract or transfer the Contract or any part of it to any person.

12.3 A person who is not a party to the Contract (including without limitation any employee, officer, agent, representative or sub contractor of either party) shall not have any right to enforce any term of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Company and the Customer.

13. Force Majeure

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods or Services ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of Its business and its obligations under the Contract due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials ('Force Majeure') provided that, if the event of Force Majeure continues for a continuous period in excess of 3 months, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

14. Breach of Contract or Insolvency

14.1 If any of the following events occur:

- (a) the customer commits a material breach of any of its obligations under the Contract which is incapable of remedy or fails to remedy a breach, where it is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by the Company to remedy or desist from such breach within a period of 14 days;
- (b) any distress execution or diligence is levied upon any of the Customer's goods or property and is not paid out within 7 days or it being levied;
- (c) the Customer (being a partnership) or the Customer's partner offers to make any arrangements with or for the benefit of the creditors of the Customer or the Customer's partner generally there is presented in relation to the Customer or the Customer's partner a petition of bankruptcy;
- (d) the Customer (being a limited company) is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Customer calls a meeting for the purpose of passing a resolution to wind up its company, or such a resolution is passed or the Customer presents or has presented a petition to wind up or present or have presented a petition to appoint an administrator or have an administrative receiver or receiver appointed to the whole or any part of the customer's business, undertaking, property or assets;
- (e) the customer ceases or threatens to cease, to carry on business; or
- (f) the Company reasonably believes that any of the events specified in Condition 14.1 (a) to (e) above is about to occur in relation to the Customer, then the Company may, as it thinks fit, (without prejudice to any other rights or remedies it may have against the Customer) immediately suspend further performance of the Contract or cancel any outstanding provision of the Services or delivery of the Goods or stop any Goods in transit or by notice in writing to the Customer terminate the Contract without liability to the Company.

14.2 Notwithstanding any such termination or suspension in accordance with Conditions 13 or 14.1 above the Customer shall pay the Company at the contract rate for all Goods delivered or Services provided up to and including the date of suspension or termination and termination of any Contract for whatever reason shall not affect the rights or remedies of either party in respect of any antecedent breach or in respect of any such owing or to become owing to the other.

15. Notices

15.1 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:

- (a) (in case of communications to the Company) to its registered office or such other address as shall be notified to the Customer by the Company in accordance with this Condition 15; or
- (b) (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Customer in writing.

15.2 Communications shall be deemed to have been received:

- (a) If sent by pre-paid first class post, 2 Working Days after posting (exclusive of the day of posting);
- (b) if delivered by hand, on the day of delivery or if that is not a Working Day, the first Working Day after delivery;
- (c) if sent by facsimile transmission, at 10:00am local time on the first Working Day following despatch, subject to being able to show that the notice was sent to the correct telephone number.

15.3 Communications addressed to the Company shall be marked for the attention of the Commercial Manager

16. General

16.1 Any intellectual property rights including, without limitation, patents, registered and unregistered designs, trademarks and service marks (registered or not) and copyright) created by the Company in the course of the performance of the Contract or otherwise in the manufacture of the Goods or the provision of the Services shall remain the Company's property. Nothing in the Contract shall be deemed to have given the Customer a licence or any other right to use any of the intellectual property rights of the Company.

16.2 Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

16.3 The rights and remedies of either party in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by any failure of, or delay by the said party in ascertaining or exercising any such rights or remedies. The waiver by either party of any breach of the Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

16.4 If at any time anyone or more of the Conditions of the Contract (or any sub-Condition or paragraph or any part of one or more of these Conditions) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.

16.5 The Contract sets out the entire agreement and understanding between the Customer and the Company in connection with the sale of the Goods and shall supersede and replace all documentation previously issued by the Company purporting to set out its terms and conditions of sale of the Goods.

16.6 The Contract shall be governed by and be construed in all respects in accordance with English law and the Customer and the Company both hereby irrevocably agree to submit to the exclusive jurisdiction of the English Courts.