

# TERMS & CONDITIONS OF SALE

## 1. INTERPRETATION

### 1.1 In these Conditions

**“Buyer”** means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.

**“Conditions”** means the standard terms and conditions of sale set out in this document and (unless the content otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller.

**“Contract”** means the contract for the purchase and sale of the Goods.

**“Goods”** means the goods (including any instalment or parts of them) which the Seller is to supply in accordance with these Conditions and includes any computer software and also any configuration work carried out to goods before delivery.

**“Loss”** means any indirect or consequential loss including without limitation pure economic loss, loss of profits, loss of business, depletion of goodwill or similar loss.

**“Seller”** means D&P DATA SYSTEMS LIMITED (registered in England and Wales under number 2718493).

**“Writing”** includes telex, cable, facsimile transmission, email and comparable means of communication and **“Written”** shall be construed accordingly.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

## 2. BASIS OF SALE

2.1 The Buyer agrees to purchase the Goods from the Seller and the Seller agrees to sell the Goods to the Buyer.

2.2 By placing an order with the Seller or accepting the Seller’s quotation, the Buyer agrees to deal with the Seller on these Conditions, to the exclusion of all other terms, conditions, warranties or representations (including any terms or conditions on which the Buyer purports to accept the quotation or to apply under any purchase order, confirmation of order, specification or any other document).

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing.

2.4 In entering into the Contract the Buyer acknowledges that it does not rely on, and unconditionally waives any right it may have to claim damages for and/or to rescind the Contract as a result of, any representations which are not confirmed, in Writing by the Seller.

2.5 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted on entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.6 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 Seller shall be subject to correction without any liability on the part of the Seller.

2.7 Without prejudice to the generality of the application of Condition 2.6 the Seller shall be entitled to correct any error contained in any quotation issued by electronic communication to the Buyer by a representative of the Seller without any liability on the part of the Seller. The Buyer hereby acknowledges that due to the informality and ease of electronic communication errors can occur more readily than by other means of communication but that such errors are capable of being corrected by the Seller without any liability or the Seller being bound to sell in accordance with such mistaken terms.

### **3. ORDERS AND SPECIFICATIONS**

3.1 Each order or acceptance of a Written quotation for Goods by the Buyer shall be deemed to be an offer by the Buyer to purchase the Goods subject to these Conditions which shall be binding on the Buyer. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the completeness and accuracy of the terms of any order (including any applicable specification submitted by the Buyer) and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with the Conditions.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's Written quotation (if accepted by the Buyer) or the Buyer's Written order (if accepted by the Seller).

3.4 All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

3.6 Any quotation is valid for a period of 2 days or such shorter period as the Seller may at the time specify from its date, provided that the Seller has not previously withdrawn it.

3.5 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer or imported into the EEA at the request of or on the instructions of the Buyer, or the Goods are to be marked with any

trade mark at the request of the Buyer, the Buyer shall indemnify and hold the Seller harmless in full against:

3.5.1 all Loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights;

3.5.2 all damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for misuse of any confidential information of any other persons; and

3.5.3 any other liability whatsoever which results from the Seller's use of the Buyer's specification or the marking of the Goods or from the sale or supply of such Goods by the Seller.

3.6 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable E.U. or other requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.7 No order which has been accepted by the Seller or Written quotation which has been accepted by the Buyer may be cancelled in whole or part by the Buyer except with the agreement in Writing of the Seller and in such circumstances the Buyer shall indemnify and hold the Seller harmless in full against all Losses costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation and further including without prejudice to the generality of the foregoing a re-stocking fee of 20% of the price of the Goods.

#### **4. PRICE OF THE GOODS**

4.1 The price of the Goods shall be the Seller's quoted price at the date of its acceptance of the order.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Except as otherwise stated under the terms of any quotation and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis and, where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Seller may in its unfettered discretion charge the Buyer for the cost of delivery to the Buyer's premises including without limitation transport and packaging costs together with any additional expense or licence fees or duties paid or incurred by the Seller.

4.4 The Seller and Buyer agree that all prices quoted are exclusive of insurance and further agree that if the Seller has been paid for the Goods (in cleared funds) then it is the Buyer's liability to insure the Goods as soon as they leave the possession of the Seller and the Buyer shall have no cause of action if having taken possession of the Goods and having paid the price for them the Goods are subsequently damaged or destroyed or lost or stolen.

4.5 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

## **5. TERMS OF PAYMENT**

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for all amounts due under the Contract on or before or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

5.2 The Buyer shall make payment of all amounts due under the Contract (free from any right of set-off, counterclaim, withholding or deduction of any kind, those rights being expressly excluded) on the date as stipulated on the front of the sales invoice unless expressed to the contrary in Writing, notwithstanding that delivery may not have taken place and legal title to the Goods has not passed to the Buyer. Where no such date is specified on the sales invoice or agreed in Writing between the parties, the Buyer shall make payment to the Seller in full within 30 days of the date of the invoice.

5.3 The time of payment of the price shall be of the essence. Receipts for payment will be issued only upon request.

5.4 No payment shall be deemed to have been received until the Seller has received cash or cleared funds.

5.5 All amounts payable to the Seller under the Contract shall become due immediately on its termination despite any other provision to the contrary.

5.6 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.6.1 cancel the Contract or suspend any further deliveries to the Buyer;

5.6.2 require the immediate return to the Seller of all Goods agreed to be sold by the Seller to the Buyer in which legal title has not passed to the Buyer in accordance with the provisions of Condition 7 below and the Buyer agrees to reimburse to the Seller on demand the Seller's costs or expenses in recovering such Goods;

5.6.3 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);

5.6.4 charge the Buyer interest (both before and after any judgment) on the amount unpaid at the rate of 4% per cent per annum above National Westminster Bank base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest);

5.6.5. recover from the Buyer all costs, charges and expenses incurred by the Seller in recovering any debts to be paid by the Buyer (including all legal costs on a full indemnity basis); and

5.6.5 charge (in addition to interest and any legal costs ordered by the Court and without prejudice to any other rights or remedies available to the Seller) the sum of £100.00 plus VAT or 10% of the total debt, whichever is the greater, by way of liquidated damages and as a contribution to administrative costs incurred by the Seller in taking steps to secure payment

## **6. DELIVERY**

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or if, some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

6.2 Where the Goods are delivered to a place other than the Seller's premises, the Buyer shall provide all necessary labour and equipment to enable the Goods to be safely unloaded at the alternative delivery address.

6.3 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.4 The Seller shall be entitled to deliver the Goods in instalments. Where the Goods are delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.5 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.6 Subject to other provisions of these Conditions, the Seller shall not be liable for any Loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods, nor shall any delay entitle the Buyer to terminate or rescind the Contract.

6.7 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may;

6.7.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) or storage; and/or

6.7.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price under the Contract.

6.8 Any claim by the Buyer which is based on a shortfall in the quantities of Goods delivered shall (whether or not delivery is refused) be notified to the Seller in writing within 48 hours from the time of delivery (or, in the case of delivery being effect by the Buyer collecting the Goods at the Seller's premises, within 48 hours from the time of collection). Where the Buyer fails to notify the Seller accordingly, the Seller shall be deemed to have supplied the Goods in accordance with the quantities specified in the Contract, and shall have no liability to the Buyer in respect of any such shortfall claim.

6.9 If the Goods have not been delivered despite receipt by the Buyer of the invoice from the Seller relating to them then, unless the Buyer notifies the Seller within 7 days after the date of such invoice, no claim against the Seller may be made in respect of non-delivery of those goods.

6.10 If the Goods are damaged (and such damage is visible) on delivery then, unless the Buyer notifies the Seller or the carrier in writing (otherwise than on the delivery note) within 3 days of delivery, no claim against the Seller may be made in respect of damage to such Goods.

## **7. RISK AND PROPERTY**

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 in the case of Goods to be delivered at the Seller's premises at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal title in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of (i) the price of the Goods and (ii) all other sums which are or which become due to the Seller from the Buyer on any account.

7.3 Until such time as legal title in the Goods passes to the Buyer, the Buyer shall:

7.3.1 hold the Goods as the Seller's fiduciary agent and bailee and shall accordingly remain liable to account to the Seller for the Goods;

7.3.2 store the Goods (at no cost to the Seller) separately from those of the Buyer and third parties;

7.3.3 identify the Goods as the Seller's property;

7.3.4 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

7.3.5 protect and maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller.

7.4 The Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but such right shall terminate immediately if:

7.4.1 the Buyer fails to make payment of any sum whatsoever due to the Seller (whether in respect of the Goods or any other goods or services under any agreement between the Buyer and Seller on the relevant due date;

7.4.2 the Seller, acting reasonably notifies the Buyer in Writing that it has bona fide doubts as to the solvency of the Buyer;

7.4.3 the Seller has a right to terminate the Contract under Condition 10;

7.4.4 the Buyer suffers any event of insolvency as described in Condition 10.1;

7.4.5 the Buyer allows any execution, whether legal or equitable to be levied on its property or obtained against it;

7.4.6 the Buyer fails to observe any of its obligations under this Contract or any other contract between the Seller and Buyer; or

7.4.7 the Buyer encumbers or in any way charges any of the Goods.

7.5 Where the Seller is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Seller to the Buyer in the order in which they were invoiced to the Buyer.

7.5 Until such time as title in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver-up the Goods to the Seller and, if the Buyer fails to do so, the Seller, its agents or employees may forthwith, enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods. If the Goods have been incorporated into any property within the control of the Buyer, the Seller may dismantle the Goods or detach them from any items and all costs incurred in so doing and any diminution in the value of the Goods suffered by the Seller, or loss of profit on the resale of the Goods shall be charged against the Buyer.

7.6 The Seller shall be entitled to re-sell or otherwise dispose of recovered Goods in any way the Seller in its absolute discretion, thinks fit. The Buyer hereby grants the Seller a non-exclusive world-wide, royalty free, perpetual, irrevocable licence (with a right to sub-license)

to use, for the purpose of such re-sale or disposal, any and all trademarks which may have been applied to the Goods by the Buyer and/or by the Seller or any third party at the request or with the consent of the Buyer.

7.8 The Buyer shall not be entitled to encumber or in any way charge any of the Goods in which legal title remains vested in the Seller. If the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

## **8. LAWS AND REGULATIONS**

8.1 The Buyer shall and shall procure that any person using or in possession of the Goods will comply with all laws and regulations relating to the ownership and use of the Goods including without limitation health and safety requirements.

8.2 Where any Goods are subject to any licence agreement, the Buyer agrees that it will and will procure that any person using or in possession of the Goods will comply with, and not breach, the terms of any such licence agreement.

## **9. WARRANTIES AND LIABILITIES**

9.1 Subject to the Conditions set out below or unless stated otherwise in Writing, the Seller warrants that the Goods will correspond in all material respects with their specification at the time of delivery and will be free from defects in material and workmanship for a period of one month from delivery.

9.2 The above warranty is given by the Seller subject to the following conditions:

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

9.2.2 the Seller 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 Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's approval;

9.2.3 the Seller 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;

9.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of such warranty or guarantee as is given by the manufacturer to the Seller.

9.3 The Seller does not give any warranty that the Goods shall be suitable for any particular purpose for which the Buyer intends to use them save where the Seller has expressly accepted responsibility for such suitability in Writing. The Seller does not accept responsibility for defects resulting from the location in which the Goods are to be used, or for their method of installation, use or maintenance, nor for any failure to correspond with any specification where that results from a failure to use the Goods in a suitable location (as

reasonably determined by the Seller) or by competent operators or from improper installation, use or maintenance.

9.4 Where any valid claim is notified to the Seller in respect of the Goods or otherwise in accordance with these Conditions, the Seller shall be entitled at its sole discretion to either:

9.4.1 replace the Goods (or the part in question) free of charge; or

9.4.2 refund to the Buyer the price of the Goods (or a proportionate part of the price).

9.5 Where the Seller exercises its rights under Condition 9.4 it shall have no further liability to the Buyer whether under contract, tort or otherwise.

9.6 It is a condition of any alleged claim made by the Buyer that the Goods must be returned to the Seller within 7 days of the claim being notified to the Seller quoting a valid returns number failing which the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract or, if the price has already been paid to the Seller, the Seller shall be deemed to have supplied the Goods in accordance with the Contract.

9.7 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.8 Nothing in this Contract shall exclude or limit the Seller's liability for (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) for any other liability that cannot be excluded by law.

9.9 The Seller shall be liable to the Buyer for any direct physical damage (other than death or personal injury) to the extent that it results from the negligence of the Seller or its employees up to a maximum of £250,000.

9.10 Subject to Conditions 9.8 and 9.9 the Seller's liability in respect of all claims arising in connection with or arising out of the provision of the Goods whether in contract, strict liability, tort (including without limitation, negligence) shall not exceed:

9.10.1 in respect of a claim for a single Good supplied under the Contract, the price of that single Good; and

9.10.2 in respect of all claims under this Contract, the aggregate price of all the Goods supplied under this Contract.

9.11 Subject to Condition 9.8, the Seller shall not be liable to the Buyer for any Loss suffered by the Buyer.

9.12 The Buyer recognises that the limitations of liability contained in this Contract are reasonable and that the prices quoted by the Seller are dependent upon such limitation being incorporated into the Contract.

9.13 The Seller does not give any warranty or representation and it is not a condition of the Contract that the Goods have been sold to the Buyer with the consent, whether express or implied, of the brand owner or that the owner of any intellectual property rights in or relating to the Goods has consented to their import into the EEA or export from the EEA or that the manufacturer of the Goods will comply with any guarantee which it generally makes

available, whether due to the Goods not having been so sold, imported or exported or otherwise

9.14 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control including without limitation:

9.14.1 Act of God, explosion, flood, tempest, fire or accident;

9.14.2 war or threat of war, sabotage insurrection, civil disturbance or requisition;

9.14.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of the governmental, parliamentary or local authority;

9.14.4 import or export regulations or embargoes;

9.14.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or a third party);

9.14.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

9.14.7 power failure or breakdown in machinery;

9.15 The parties acknowledge that they may in the course of dealing communicate electronically with each other and hereby agree to use commercially reasonable procedures to check for the then most commonly known viruses before sending information electronically. However, the parties further acknowledge that such procedures cannot constitute a guarantee that transmissions will be unaffected by hazards and therefore hereby accept such risks. Each party shall be responsible for protecting its own system and interests in relation to electronic communications. Neither party shall have any liability to the other on any basis, whether in contract, tort (including negligence) or otherwise in respect of any error, damage, loss or omission arising from or in connection with an electronic communication.

## **10. TERMINATION**

101 The Seller shall be entitled to terminate this Contract forthwith by notice in Writing to the Buyer if:

10.1.1 the Buyer commits an irremediable breach of the Contract (including failure to pay any sum due to the Seller), persistently repeats a remediable breach or commits any remediable breach and fails to remedy it within 14 days of receipt of notice of the breach requiring remedy of the same; or

10.1.2 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

10.1.3 an encumbrancer takes possession, or a receiver is appointed, of any other property or assets of the Buyer; or

10.1.4 the Buyer ceases, or threatens to cease, to carry on business, or

10.1.5 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer in Writing Accordingly.

10.2 If the Seller terminates the Contract pursuant to Condition 10.1 then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **11. EXPORT TERMS**

11.1 Where the Goods are supplied for export from the United Kingdom the provisions of this Condition 11 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

11.2 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 and for complying with export control legislation and US re-export control legislation.

11.3 Unless otherwise agreed in Writing between the Buyer and the Seller, the Seller shall always deliver to the address of the Buyer stipulated on the sales invoice.

11.4 The Buyer shall be responsible for arranging the 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.

11.5 Payment of all amounts due to the Seller shall be made by either bankers' draft or telegraphic transfer in favour of the Seller to the Seller's bank and confirmed by a fax confirmation of that bank acceptable to the Seller.

11.6 The Buyer shall verify that no law is broken by the import into or use of the Goods in that territory and that doing so will not infringe the rights of any third party.

## **12. GENERAL**

12.1 Any 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 principle 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.

12.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

12.3 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall be construed as if such invalid or unenforceable term or right did not exist.

12.5 The Contract is personal to the Buyer and the Buyer may not assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it without the prior written consent of the Seller.

12.6 The Goods are supplied for the personal use of the Buyer and shall not be resold, leased or hired to any third party without the prior consent of the Seller in Writing.

12.7 The Buyer shall indemnify and hold the Seller harmless in full against any Losses, costs, damages, charges or expenses suffered or incurred by the Seller arising from the Buyer's non-compliance or breach of any provision of the Contract.

12.8 Nothing in this Contract shall confer any right upon any person who is not a party to it whether under the Contract (Rights of Third Parties) Act 1999 or otherwise.

12.9 The Contract (including any associated non-contractual disputes or claims) shall be governed by the laws of England, and the parties agree to submit to the exclusive jurisdiction of the English Courts provided that nothing in the Contract will prevent the Seller from taking proceedings against the Buyer in any other court of competent jurisdiction.

12.10 The Buyer hereby agrees and undertakes that it shall not induce or attempt to persuade directly or indirectly any employee of the Seller or any of its subsidiary or associated companies to leave his/her employment and/or to accept employment or engagement with it for the duration of this Contract and for the period of 18 months thereafter.

### **13. CONFIDENTIALITY**

13.1 All communications in connection with the Contract or any intended contract between the parties and all details of the Contract including the Seller's involvement with it shall be regarded as strictly confidential and the Buyer shall not divulge the same to any person, firm or company without the Seller's prior written consent except to the extent that any relevant information is in or comes into the public domain other than due to the Buyer's breach of this Condition.