

GENERAL TERMS AND CONDITIONS OF SALE DEFINITIONS

1. In these conditions "the Company" means SealXpress Limited. "The Customer" means the person, firm or company which contracts with the Company for the purchase of the Goods. "The Goods" means the goods supplied by the Company. "The Contract" means the contract for the sale of the Goods by the Company to the Customer and shall incorporate the Company's quotation (if any) and any and every appendix and/or authenticated addendum thereto including any specifications and/or drawings referred to in such quotation.

FORMATION OF CONTRACT

2.1 All goods and services are offered and all contracts are entered into subject to these conditions. All other terms, conditions or warranties whatsoever are excluded from the Contract or any variation thereof unless expressly accepted by the Company in writing. No servant or agent of the Company has power to vary these conditions orally or to make any statement or representation about the goods or services offered, their fitness for any purpose or any other matter whatsoever. If any statement or representation has been made to the Customer by the Company its servants or agents upon which the Customer relies other than in the documents enclosed with the Company's quotation then the Customer must set out that statement or representation in a document to be attached to or endorsed on the Customer's order and in any such case the Company may confirm, reject or clarify the point and submit a new quotation.

2.2 These conditions shall be incorporated into any contract between the Company and the Customer to the exclusion of any terms or conditions stipulated or referred to by the Customer. Any dealings with the Company following receipt by the Customer of notice of these conditions shall automatically be deemed acceptance thereof notwithstanding the absence of formal acknowledgment.

2.3 Unless otherwise expressly stated in writing, all quotations and estimates supplied by the Company are invitations to treat. The Customer's order is an offer and shall become binding upon acceptance by the Company.

QUOTATIONS AND TENDERS

3.1 No quotation or tender issued by the Company shall be valid unless it is signed by a duly authorised representative of the Company. Quotations and tenders shall only be valid for the period specified therein or if no such period is specified for a maximum period of 30 days from the date thereof and may be withdrawn or cancelled by the Company at any time within any such period by written or oral notice.

3.2 Quotations and tenders are for the whole of the goods and/or services for which quotations or tenders are given by the Company and the Company reserves the right to refuse acceptance of any order which constitutes only part of the goods and/or services forming the subject of the quotation or tender.

3.3 An order once accepted cannot be cancelled or varied except with the written consent of the Company; any such consent of the Company shall be on terms which would fully indemnify the Company against all costs, charges and expenses incurred by the company in connection with such order and/or its cancellation or variation.

PERFORMANCE AND DELIVERY

4.1 Delivery of the Goods shall be made by the Customer collecting them at the Company's premises at any time after the Company has notified the Customer that they are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the same to that place.

4.2 All times quoted for performance or delivery are given in good faith but are not guaranteed. Time for delivery or performance shall not be of the essence. The Customer shall have no right to damages or to cancel the order for failure by the Company for any cause to meet any performance or delivery time stated.

4.3 All times quoted for performance or delivery are from the date of receipt by the Company of a written order to proceed and shall in every case be dependent upon prompt receipt of all necessary information, drawings, final instructions and approvals from the Customer. Alterations by the Customer in its requirements may result in delay in delivery or performance.

4.4 The Company will deliver as near as possible to the place of delivery agreed in writing by the Company as exists a safe and adequate access thereto.

4.5 Where the Customer collects or arranges collection of the Goods from the Company's premises, entry of any vehicle of the Customer or its agent on to the Company's premises shall be at the sole risk of the Customer or its agent save to the extent that any claim arises from the Company's negligence resulting in personal injury or death.

4.6 The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery or performance but shall be under no obligation to do so. Where delivery or performance is postponed otherwise than due to default by the Company or if the Customer fails to take delivery on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Customer shall pay all costs and expenses including a reasonable charge for storage, insurance and transportation costs occasioned thereby and payment for the Goods shall be made in accordance with these conditions.

4.7 Any packaging supplied by the Company unless otherwise expressly agreed is intended to provide adequate protection throughout normal conditions of transit of usual duration.

4.8 The Company may postpone or cancel any delivery or performance either in whole or in part where any amounts then owing by the Customer to the Company have not been duly paid, but without prejudice to any other rights or remedies which the Company may have against the Customer.

4.9 Failure by the Customer to take delivery of or to make payment in respect of any one or more installments of Goods delivered hereunder shall entitle the Company to treat the whole Contract as repudiated by the Customer.

4.10 The Company may at any time withhold delivery of the Goods pending payment of any sum due from the Customer to the Company either under this Contract or any other contract between the Company and the Customer.

4.11 The Company reserves the right at any time by notice in writing to the Customer to cancel the Contract for the supply of the Goods subject of any quotation in the event of the Customer failing to approve forthwith any plans specifications or other matter submitted to the Customer for such approval, but without prejudice to any other rights or remedies which the Company may have against the Customer.

RISK AND TITLE IN GOODS

5.1 Risk shall pass to the Customer so that the Customer is responsible for all loss damage or deterioration to the Goods supplied by the Company:

5.1.1 If the Company delivers the Goods by its own transport or in accordance with a specific contractual obligation arranges transport for the Goods at the time when the Goods or a relevant part thereof arrive at the place of delivery; or

5.1.2 In all other circumstances at the time when the Goods or a consignment or other part thereof leave the premises of the Company.

5.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, title to the Goods or any relevant part thereof shall only pass to the Customer upon the happening of any one of the following events:

5.2.1 The Customer has paid to the Company all sums due and payable by it to the Company for all goods whatsoever supplied under this Contract; or

5.2.2 When the Company serves on the Customer notice in writing specifying that title in the Goods or such part thereof has passed.

5.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property and the Customer hereby irrevocably authorises the Company to enter upon the premises of the Customer or of any third party where the goods are stored for the purpose of ensuring that the provisions of this clause are being complied with.

5.4 Until such time as the property in the Goods passes to the Customer, the Customer shall be entitled to resell or use the Goods in the ordinary course of its business but such right may be terminated immediately upon notice by the Company to the Customer and if the Customer is then in possession of the Goods or any part thereof the Customer shall forthwith return the same to the Company free of charge and in any event shall cease to be in possession of the same with the consent of the Company.

5.5 The Company may recover Goods in respect of which title has not passed to the Customer at any time and the Customer hereby irrevocably authorises the Company to enter upon any premises of the Customer or of any third party where the Goods are stored with or without vehicles for the purpose of repossessing any Goods in respect of which title has not passed onto the Customer.

5.6 The Customer shall not be entitled to pledge or in any way of security for any in-debtedness any of the goods which remain the property of the Company, but if the Customer does so all monies owing by the Customer to the Company (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

PRICES

6.1 All prices are unless otherwise stated quoted net ex works exclusive of VAT and are subject to fluctuation at the Company's exclusive discretion in the event of any increase in the cost of labour, materials, overheads, transport, taxes, duties or any other costs whatsoever affecting the manufacture or delivery of the Goods or the performance of the Services and any fluctuations in exchange rates affecting the cost of imported goods or prices quoted other than in sterling. Any increase in such costs during the period of the Contract will be added to the quoted price.

6.2 In the event of any alteration or modification being requested by the Customer and agreed by the Company in design, quantity, specification or other requirements the Company shall be entitled to make an adjustment of the Contract price corresponding to such alteration.

6.3 The Company shall further be entitled to make an adjustment to the Contract price in the event that:

6.3.1 In the opinion of the Company an order is not accompanied by sufficient information or drawings to enable work to commence forthwith;

6.3.2 The information accompanying the order does not provide a full and accurate indication of the work involved; or

6.3.3 Delay is caused by the Customer's instructions or lack of instructions.

6.4 The cost of delivery, carriage and packaging shall unless otherwise stated be charged extra and is not refundable.

6.5 Where a quoted price includes the whole or part of the cost of any tooling the Customer acknowledges that unencumbered and exclusive title in such tooling shall have vested in the Company and that the Customer has no claim to or rights therein.

TERMS OF PAYMENT

7.1 Unless otherwise agreed by the Company in writing the Customer shall pay the price for the Goods within 30 days of the date of the Company's invoice notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Customer. The time for payment of the price shall be of the essence of the Contract.

7.2 The Company shall be entitled to submit its invoice on or at any time after the despatch of the Goods from the Company's premises save that where delivery or performance has been postponed at the request or by the default of the Customer then the Company may submit its invoice for the Goods at any time after the Goods are ready for delivery or would have been ready in the ordinary course but for the request or default as aforesaid and may forthwith upon any such postponement invoice the Customer for all Services performed up to that date without prejudice to any other right or remedy of the Company.

7.3 All payments shall be made to the Company in sterling (unless another currency has been otherwise agreed) at the address shown on the Company's invoice. Where payment is tendered by cheque or other negotiable instrument the Company shall not have been paid the amount tendered until the cheque or other instrument has been honoured in full and the amount credited to the Company's bank account.

7.4 Where Goods are delivered by installments the Company may invoice each installment separately and the Customer shall pay such invoices in accordance with these conditions.

7.5 Notwithstanding the other provisions of these conditions the Company shall be entitled at its sole option to require payment in whole or in part prior to the performance of the Contract and/or to require payment by instalments during the performance of the Contract.

7.6 The Customer shall pay all amounts owing to the Company in full and shall not exercise any rights of set off or counterclaim against invoices submitted.

7.7 Without prejudice to any other rights or remedies of the Company, any default by the Customer in the payment of any sums due and payable by it to the Company under this Contract or any other contract between the Company and the Customer shall entitle the Company to suspend without notice deliveries of goods under this or any other contract with the Customer for so long as the default continues and to treat this Contract as repudiated by the Customer if the Customer shall not within 7 days of receiving written notice from the Company have paid off sums due to the Company under this or any other contract with the Customer.

7.8 In the event of default in payment by the Customer the Company shall be entitled without prejudice to any other right or remedy to charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 4% per annum above the base rate of Barclays Bank Plc 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).

DIVISIBILITY CLAUSE

8. The contract is divisible. Each delivery made hereunder: 1) shall be deemed to arise from a separate contract, and 2) shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein without reference to and notwithstanding any defect of default in delivery of any other installment.

SHORT DELIVERY AND DEFECTS APPARENT ON INSPECTION

9.1 The Customer shall have no claim for shortages, defects or other damage apparent on visual inspection unless:

9.1.1 The Customer inspects the Goods within 3 working days of arrival at its premises or other agreed destination and notifies the Company of the claim orally within such period; and

9.1.2 A written complaint is made to the Company and to the carrier within 7 days of receipt of the Goods or such shorter period as the carriers conditions (if applicable) require specifying the shortage, defect or damage; and

9.1.3 The Company is given an opportunity to inspect the Goods and investigate any complaint before any use of or alteration to or interference with the Goods.

9.2 If the provisions of clause 9.1 are not complied with then the Goods shall be deemed to be in all respects in accordance with the Contract and the Customer shall be bound to pay for the same accordingly. If short delivery does take place, the Customer undertakes not to reject the Goods but to accept Goods delivered as a part performance of the Contract.

9.3 The Customer shall have no claim for non-delivery unless a written complaint is made to the Company and to the carrier within 14 days of the date of the Company's invoice or advice note.

9.4 Subject to compliance by the Customer with the terms of these conditions, which shall be a condition precedent to the Company's liability, the Company shall at its option be entitled to replace free of cost and within a reasonable time any Goods lost in transit or found to be defective or damaged on visual inspection. If the Company does replace the Goods the Customer shall be bound to accept such replacement Goods and the Company shall be under no further liability in respect of any loss or damage whatsoever arising from the initial delivery or lack of delivery or from any delay before the replacement Goods are delivered.

9.5 Before the Customer becomes entitled to reject the Goods the Company shall be given reasonable time and opportunity in order to rectify its performance. If the Company does so rectify its performance the Goods shall be deemed to be in all respects in accordance with the Contract and the Customer shall be bound to pay for the same accordingly. If the Customer does become entitled to reject the Goods the Company shall repay to the Customer any sums paid by the Customer in respect thereof but shall be under no further liability in respect of its failure to perform or the consequences thereof. The Customer shall in any event have no right to reject the Goods or any part of them on account of minor omissions or defects which do not materially affect the commercial use of the Goods.

WARRANTIES AND GUARANTEE

10.1 Goods supplied by the Company are warranted to accord with any specification specifically agreed by the Company in writing. All other terms, warranties or conditions as to quality, description, fitness for purpose or otherwise (whether express or implied, statutory or otherwise) are excluded to the fullest extent permitted by law.

10.2 In substitution therefor the Company provides the following guarantees:

10.2.1 If the Customer shall, as soon as reasonably practicable after the defect is discovered and in any event within 6 months of the Goods being put into service or within 12 months of the despatch thereof from the Company's works (whichever is the earlier), give written notice to the Company that a defect exists in the Goods the Company shall upon being satisfied by examination that the Goods are defective solely due to faulty materials or workmanship and subject to the other terms of these conditions at its sole discretion take back the defective Goods and supply satisfactory substitute goods within a reasonable time.

10.3 The Company may within 14 days of receiving such a written complaint as aforesaid (or 30 days where the Goods are situated outside the United Kingdom) inspect the relevant Goods and the Customer if so required by the Company shall take all steps necessary to enable the Company to do so. Where a Customer is unable to establish liability on the part of the Company or where the Customer is unable to establish that he has suffered Loss or damage as a result of the alleged complaint, the Customer shall be liable for the costs and expenses of the Company in investigating such complaint and/or of repairing or replacing and delivering defective parts and any other costs of the Company incurred in connection therewith.

10.4 The Company gives no guarantee and the Customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Customer without the prior specific written consent of the Company nor in respect of any defect arising by reason of fair wear and tear or damage due to accident, neglect or misuse nor in respect of any Goods or to which alterations or modifications have been made without such consent nor in respect of any defect in the design of the Goods or the performance of the Services in either case to the Customer's specification.

10.5 The Company shall not be liable for loss or damage suffered by reason of use of the Goods after the Customer becomes aware of a defect or after circumstances arising which should reasonably have indicated to the Customer the existence of a defect.

10.6 The Company gives no guarantee and the Customer shall not be entitled to any claim in respect of any defect arising by reason of:

10.6.1 Any failure to install, operate or maintain the Goods or any part thereof in strict accordance with the Company's instructions and/or any operational manuals supplied by the Company to the Customer;

10.6.2 Any failure to operate or maintain the Goods or any part thereof using competent personnel;

10.6.3 Unsuitable lubricant, incorrect choice of goods, faulty mounting or any other circumstance whatsoever beyond the reasonable control of the Company.

10.7 The Company gives no guarantee in respect of Goods or component parts of Goods not of the Company's manufacture and in any such case the Company will assign to the Customer its rights (if any) against its supplier and these rights shall be taken in extinction of and in substitution for any rights which the Customer would otherwise have had against the Company. Further in respect of any such Goods or component parts of the Goods the Company gives no assurance or guarantee whatsoever that the sale or use thereof will not infringe patent, copyright or other intellectual property rights of any other person, firm or company.

10.8 All information and details contained in the specifications and/or advertising, sales and technical literature issued by the Company have been carefully prepared to avoid errors but they are provided for guidance only and their accuracy is not guaranteed. No such data or information shall form part of the Contract and the Company shall not in any event be liable for any inaccuracies or omissions. In particular and without prejudice to the generality of the foregoing any performance figures given by the Company are based upon the Company's experience and are such as the Company expects to obtain on test but their accuracy is not guaranteed. Unless otherwise specifically agreed by the Company in writing the Company shall be under no liability whatsoever in respect of any failure to obtain such performance figures.

10.9 Any recommendations or suggestions relating to the use of the Goods made by the Company are given in good faith but it is for the Customer to satisfy itself of the suitability of the Goods for its own particular purpose. Unless otherwise expressly agreed by the Company in writing, the Company does not warrant, represent or give or make any condition that the Goods are suitable for any particular purpose whether or not such purpose has been notified to the Company and any implied warranty or condition (statutory or otherwise) to that effect is excluded.

LIABILITY

11. Save where the Company is shown to have failed to exercise reasonable care in the manufacture or supply of the Goods and such failure results in death or personal injury the Company shall not be liable in respect of claims arising by reason of death or personal injury. Further under no circumstances whatsoever shall the Company be liable for consequential loss (including removal or rectification work required in connection with installation of repaired or substitute goods) loss of profits or damage to property. It shall be the duty of the Customer to insure against such consequential loss and to indemnify the Company against all claims made against the Company by any third party in respect thereof.

INTELLECTUAL PROPERTY

12.1 Where Goods are manufactured by the Company in accordance with the drawings, specifications and/or particular requirements of the Customer the Company shall not be liable for any loss or damage arising out of any claim made or threatened against the Company for infringement of any patent, trademark, copyright, registered design or design copyright or other exclusive right or any other title in respect of such Goods.

12.2 The Customer shall indemnify the Company from and against all actions claims costs and proceedings which arise due to the manufacture of Goods to the drawings or specifications of the Customer where such drawings or specifications are at fault or where it is alleged that they involve an infringement of any patent, trademark, copyright, registered design or design copyright or other exclusive right or any other title of any third party in respect of such Goods.

DIMENSIONS

13. The Company reserves the right to alter or change dimensions and/or specifications of the Goods supplied within reasonable limits having regard to the nature of the Goods. Dimensions specified by the Company are to be treated as approximate only unless the Customer specifically states in writing that exact measurements are required.

CONFIDENTIALITY

14. Copyright in all drawings, documents and other information supplied by the Company is expressly reserved to the Company. The Customer shall not sell, loan, exhibit, publish or give away any such drawings, documents or other information or any extract therefrom or copies thereof without the written consent of the Company and the Customer shall not use them in any way except in relation to the Goods in respect of which they are issued.

CUSTOMER'S GOODS DRAWINGS AND INFORMATION

15.1 The Customer shall be solely responsible for ensuring that all drawings, documents and other information given to the Company by the Customer are accurate and suitable. Examination or consideration by the Company of such drawings, documents or information shall not constitute acceptance by the Company of responsibility therefor and shall in no way limit the Customer's responsibility therefor.

15.2 Where the Customer supplies any goods or materials to the Company or where any goods or materials which are or become the property of the Customer are otherwise left or placed in the possession of the Company whether for servicing, modification, repair, maintenance or otherwise:

15.2.1 The Company shall be under no liability in respect of any loss or damage arising as a result of damage to or the loss or destruction of such goods or materials save where the Company is shown to have been negligent in its custody or use of them in which case the Company's liability shall be limited to the replacement of such goods or materials;

15.2.2 The Customer shall insure all such goods to the full replacement value against all such risks.

DESIGN

16. Where drawings or specifications are submitted to the Customer prior to manufacture approval of such drawings or specifications by the Customer shall imply that the Company's interpretation of the Customer's requirements and specification is correct. No warranty is given that Goods will operate satisfactorily on or with any machine or material or in any particular operating conditions other than as expressly specified by the Company in writing and it shall be for the Customer to satisfy itself as to the accuracy and final working of the Goods supplied by the Company.

TESTING AND INSPECTION

17. To the extent required or permitted by the Contract the Customer or its authorised agent shall be entitled to test or inspect the Goods prior to their delivery. If this right is not exercised within 7 days of notification to the Customer of readiness for inspection or testing or where the Customer does not within 3 days after inspection or testing notify the Company in writing of its lack of satisfaction then the Customer shall be conclusively deemed to have accepted the Goods and to have agreed that the Goods are fully in conformity with the Contract. Any costs incurred in carrying out such testing or inspection including the provision of consumable items will be charged extra to the Customer.

SAMPLES AND DESCRIPTIONS

18.1 The provision by the Company of samples for analysis by the Customer or the inspection of samples by the Customer shall not render any sale a sale by sample.

18.2 No guarantee or warranty is given that supplies will correspond exactly to the description or sample and the use of any description or sample shall not constitute the Contract a sale by description or sample or a sale by sample and description.

INSOLVENCY

19. If the Customer shall fail to take delivery of the Goods when required or make default or commit a breach of any of its obligations under this Contract or any other order or contract with the Company or if the Customer shall commit any act of bankruptcy or under the provisions of Section 123 of the Insolvency Act 1986 is deemed to be unable to pay its debts or shall make or offer to make any arrangement or composition with creditors or if any distress or execution or other legal process shall be levied upon any of the Customer's property or assets or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Customer (other than for a voluntary winding up for the purpose of bona fide solvent reconstruction or amalgamation) or if a Receiver or Manager or Administrative Receiver is appointed of all or any part of its assets or undertaking the Company shall be entitled without prejudice to any other right or remedy accrued or accruing to the Company to cancel the Contract in whole or in part by notice in writing and to recover from the Customer any loss on sale of the Goods or supply of the Services comprised in the Contract.

FORCE MAJEURE

20. In the event of the performance of any obligation accepted by the Company being prevented, delayed, or in any way interfered with by either:

20.1 Direction of government, war, industrial dispute, strike, breakdown of machinery or plant, accident, fire or by any other cause beyond the Company's control, or

20.2 Non-delivery by the Company's suppliers or damage to or destruction of the whole or part of the Goods, the Company may at its option suspend performance or cancel its obligations under the Contract without liability for any damage or consequential loss resulting therefrom such suspension or cancellation being without prejudice to the Company's right to recover all sums owing to it in respect of Goods delivered, Services performed and costs incurred to date.

HEALTH AND SAFETY

21. The Customer undertakes to take all steps necessary to ensure that the Goods when properly used will be safe and without risk to health. The Customer shall indemnify the Company against any liability whether civil or criminal which the Company may be under in respect of any illness or injury caused by the Goods or their use.

SAFETY REGULATIONS ON EXPORTED GOODS

22. If the Goods are to be used outside the United Kingdom the Customer shall be deemed to have satisfied itself that the Goods comply with the safety regulations of any country or state in which they are to be used and the Customer shall indemnify the Company in full for any loss or damage whatsoever which the Company may incur if the Goods do not comply with such safety regulations.

LICENCES AND CONSENTS

23.1 All consents, approvals, import or other licenses, permissions or authorities required by any legislation or regulations whether in the United Kingdom or elsewhere shall be the sole responsibility of the Customer who shall bear full responsibility in respect of any failure to obtain the same unless the Contract shall specifically provide otherwise. Any order made by the Customer shall constitute a warranty and representation by the Customer that it has obtained every necessary consent approval license permit or authority that may be required in connection with the Goods and their supply to the Customer.

23.2 Without prejudice to the terms of clause 23.1 above the Customer shall further 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.

PRODUCT LIABILITY

24.1 In circumstances where the Company supplies Goods to the Customer for incorporation with, or use ancillary to, any composite products to be produced, manufactured, processed or supplied by the Customer or otherwise then:

24.1.1 The Customer shall forthwith on demand produce for inspection by the Company copies of all written instructions, information and warnings to be supplied by the Customer in relation to the said composite products provided nevertheless that such inspection or right to inspect shall not of itself constitute acceptance or approval on the part of the Company of such instructions, information or warnings, and

24.1.2 The Customer shall indemnify, reimburse and compensate the Company for all losses and damages (including costs, expenses and charges for legal actions in which the Company may be involved) that the Company may incur in the event that any claim or claims are made against the Company pursuant to the Consumer Protection Act 1987 relating to the said composite product or products of the Customer or other Goods supplied by the Company in circumstances in which the Goods supplied by the Company were either:

24.1.2.1 Not the defective part of the said composite product, or

24.1.2.2 Were only rendered the defective part or became a defective product by reason of actions or omissions of the Customer, or

24.1.2.3 Were only rendered the defective part or became a defective product by reason of instructions or warnings given by the Customer or another supplier of the said composite product or products;

24.1.3 For the purposes of this condition the word "defective" shall be interpreted in accordance with the definition contained in the Consumer Protection Act 1987.

24.2 The Customer hereby acknowledges that it is under a duty to pass on to its customers (where appropriate) all instructions, information and warnings supplied to it by the Company with the Goods.

WAIVER

25. No waiver by the Company of any breach or obligation of the Customer pursuant to this Contract shall constitute a waiver of any other prior or subsequent breach or obligation.

ASSIGNMENT

26. The Customer shall not be entitled to assign sub-contract or transfer the benefit or burden of this Contract or any part thereof to any other party without the prior written consent of the Company. The Company shall be entitled to assign and/or sub-contract and/or transfer the benefit and/or the burden of this Contract or any part thereof to any other party without the consent of the Customer.

EXPORT TERMS

27.1 Where the Contract is one of export the conditions in or referred to in this clause 27 shall apply. The remainder of the Company's General Terms and Conditions of Sale as herein set out shall also apply but only to the extent that they are not inconsistent with the conditions in or referred to in this clause 27.

27.2 In these conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in the Contract, but if there is any conflict between the provisions of Incoterms and these conditions, the latter shall prevail.

27.3 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 27 shall (subject to any special terms agreed in writing between the Company and the Customer) apply notwithstanding any other provision of these conditions.

27.4 Unless otherwise agreed in writing between the Company and the Customer, the Goods shall be delivered ex works.

27.5 The Customer shall be responsible for arranging for testing and inspection of the Goods at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

27.6 Unless otherwise agreed by the Company in writing payment of all amounts due to the Company shall be made by irrevocable letter of credit opened by the Customer in favour of the Company and confirmed by a bank approved by the Company.

27.7 Where the Contract is such a contract as is described in Section 26(3) of the Unfair Contract Terms Act 1977 then notwithstanding the provisions of Clause 10 hereof the Company shall not be liable in respect of claims arising by reason of death or personal injury whether or not it has failed to exercise reasonable care in the manufacture, erection and/or supply of the Goods.

LEGAL

28. These conditions and every contract made pursuant thereto shall be governed by and construed in all respects in accordance with the Laws of England and the Company and the Customer hereby irrevocably submit to the non-exclusive jurisdiction of the English Courts.