

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 UK safety or other statutory requirements and/or where such changes do not materially affect the quality or performance of the Goods. For the avoidance of doubt and subject to clause 10.1, the Seller provides no implied warranties in relation to Goods supplied to the Buyer's specification.

3.7 No Order which has been accepted by the Seller by an Acknowledgement of Order may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all Loss incurred by the Seller as a result of cancellation.

#### 4. Price of the Goods

4.1 The price shall be the price in the Acknowledgement of Order ("Price").

4.2 The Seller reserves the right by giving notice to the Buyer at any time before Delivery to increase the Price 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 in an Acknowledgement of Order all prices are given by the Seller for Delivery as defined in clause 6.1. Where the Seller agrees to deliver the Goods otherwise than as defined in clause 6.1 the Buyer shall be liable to pay the Seller's charges for transport packaging and insurance where requested.

4.4 The price is exclusive of any applicable value added tax (which will be applied in accordance with the legislation in force at the tax point date) and 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 an Acknowledgement of Order the Seller shall be entitled to invoice the Buyer for the Price on Delivery immediately the Goods have been despatched, when they are ready for despatch but are prevented or delayed from being

despatched due to Force Majeure or the day the Goods are put out ready for collection (whichever event occurs the earliest).

5.2 The Buyer shall pay the Price without deduction within 30 days of the date of the Seller's invoice notwithstanding that Delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the Price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 If the Buyer fails to make any payment in accordance with clause 5.2 then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to:-

5.3.1 Cancel the contract or suspend any Deliveries to the Buyer;

5.3.2 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);

5.3.3 Charge the Buyer interest on the amount unpaid at the rate of 3 percent per annum above HSBC 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); and

5.3.4 Demand payment of all outstanding balances from the Buyer whether due or not and/or cancel all outstanding Orders and/or decline to make further Deliveries (under this or any other contract between the Buyer and the Seller) or provision of services.

5.4 Except where insolvency laws provide otherwise the Buyer shall not be entitled to withhold or set off payment for Goods for any reason whatsoever. All Goods for which payment has not been made in accordance with clause 5.2 and which are held by the Seller at its premises are so held at the Buyer's risk.

#### 6. Delivery

6.1 Except as otherwise stated in an Acknowledgement of Order delivery shall take place when the Seller places the Goods at the disposal of the Buyer at the Seller's premises and not loaded on any collecting vehicle.

6.2 Any Delivery Date is approximate only. The Seller shall not be liable for any Loss arising from any failure to deliver the Goods on the Delivery Date 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.

6.3 The Buyer shall not be entitled to change the Delivery Date without the consent of a duly authorised representative of the Seller.

6.4 Where delivery of the Goods is to be made by the Seller, the Seller reserves the right to deliver up to 10 per cent more or 10 per cent less than the quantity ordered provided that there is a pro rata adjustment to the Price to reflect the Goods actually delivered and the quantity so delivered shall be deemed to be the quantity ordered. Goods delivered in excess of such tolerance may be rejected by the Buyer provided that it serves notice of rejection within 10 working days of Delivery.

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

6.6 Subject to clause 10.6 if the Seller fails to deliver the Goods for any reason other than Force Majeure or the Buyer's fault and the Seller is accordingly liable to the Buyer the Seller's only liability shall be limited to the excess (if any) of the cost to the Buyer (having used its best endeavours to replace the Goods by purchasing them in the cheapest available market) of purchasing similar goods to replace those not delivered.

6.7 If the Buyer fails to take Delivery on the Delivery Date 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 costs (including insurance) of storage; or

6.7.2 treat the Contract as repudiated by the Buyer and without prejudice to any other right it may have against the Buyer the Seller shall be entitled to resell the Goods and be indemnified by the Buyer for any Loss which it suffers.