

10.5 Where any valid Claim in respect of any of the Goods is notified to the Seller in accordance with clause 10.4 the Seller shall be entitled to replace the Goods (or the part in question) free of charge or at the Seller's sole discretion refund to the Buyer the Price (or a proportionate part of the Price) but the Seller shall have no further liability to the Buyer and the Buyer shall have no other remedy.

10.6 The Seller shall have no liability to the Buyer in relation to non-delivery or short delivery of the Goods unless such non-delivery or short delivery is notified to the Seller in writing within fourteen days of the Delivery Date.

10.7 Where any valid claim in respect of the Goods is notified to the Seller in accordance with clause 10.6 the Seller shall be entitled to deliver the Goods or the shortfall of the Goods, but the Buyer shall have no other remedy

10.8 Except in respect of death or personal injury caused by the Seller's negligence the Seller's total liability to the Buyer under these Conditions shall not exceed the total price of all Goods supplied hereunder.

10.9 The Seller shall have no liability to the Buyer under or arising out of or otherwise in connection with the Contract or the supply of Goods by the Seller to the Buyer and/or their use or resale by the Buyer in contract tort (including negligence or breach of statutory duty) or otherwise for loss of profit, business, contracts, revenues or anticipated savings or for any special indirect or consequential damage or loss of any nature or for the costs of recall of any Goods except as may otherwise be expressly provided for in these Conditions.

10.10 Notwithstanding any provision of these Conditions the Seller shall have no liability to the Buyer in respect of any defect in the quality of the Goods or the failure of the Goods to meet Specification where the defect or failure has arisen as a result of improper storage or any act or omission of the Buyer.

10.11 For the avoidance of doubt nothing herein contained shall be deemed to exclude or restrict the Seller's liability for death or personal injury arising due to the Seller's negligence.

10.12 Where any claim is made under this clause 10 the Buyer grants the Seller or its agents the right to enter upon the Buyer's premises to inspect the Goods Unless and until the Seller has been afforded an opportunity to examine the Goods no claim will be accepted.

10.13 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 Force Majeure.

10.14 The Buyer shall indemnify the Seller against all Loss suffered by the Seller which arises as a result of the breach by the Buyer of any provision of the Contract or the negligence of the Buyer or any of its representatives.

11. Insolvency of Buyer

11.1 In the event that:

11.1.1 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);

11.1.2 An encumbrancer takes possession or a receiver or administrator is appointed of any of the property or assets of the Buyer;

11.1.3 the Buyer ceases or threatens to cease to carry on business;

11.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; or

11.1.5 if the Buyer's jurisdiction is not in England and Wales any events similar to those described in clauses 11.1.1 to 11.1.4 occur then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to suspend further performance of the Contract for such time as it shall in its absolute discretion see fit or treat the Contract as wrongfully repudiated by the Buyer and forthwith terminate the Contract (either with or without notice to the Buyer) 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.

12. Export Terms

12.1 Where the Goods are supplied for export from the United Kingdom the provision of this clause 12 shall (subject to any special and the Seller) terms agreed in writing between the Buyer apply notwithstanding any other provision of these Conditions.

12.2 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. In particular, if any licence or consent of any government or other authority shall be required for

the acquisition, carriage or use of the Goods by the Buyer the Buyer shall obtain the same at its own expense and if necessary produce evidence of the same to the Seller on demand. Failure to do so shall not entitle the Buyer to withhold or delay payment of the Price. Any additional expenses or charges incurred by the Seller resulting from such failure shall be for the Buyer's account.

12.3 Unless otherwise agreed in writing between the Buyer and the Seller the Goods shall be delivered ex-works and the Seller shall be under no obligation to give the Buyer notice under section 32(3) of the Sale of Goods Act 1979.

12.4 Notwithstanding clause 5.2 payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank in the United Kingdom acceptable to the Seller or if the Seller has agreed in writing on or before acceptance of the Buyer's order to waive this requirement for any other agreed method of payment

13. General

13.1 The Seller shall be entitled to assign or subcontract all or any of its rights and obligations hereunder. The Buyer shall not be entitled to assign, transfer, subcontract or otherwise delegate any of its rights or obligations hereunder.

13.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be given in writing at its registered office or principal place of business or such other address as may be notified for such purpose to the party giving notice.

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

13.4 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 not be affected thereby.

13.5 The parties hereto intend that no term of the Contract may be enforced by any person, entity or body that is not a party to the Contract.

13.6 The Contract shall be governed by the laws of England and Wales and the Buyer and the Seller hereby submit to the exclusive jurisdiction of the English Courts save with respect to enforcement where their jurisdiction shall be non-exclusive.