

Maxell Europe Limited - Standard Terms Conditions of Sale

These Terms and Conditions (the Terms and Conditions) apply to the Contract between the Company and the Customer for the supply of goods to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply under any purchase order confirmation of or order, specification or other document or through any course of dealing).

In these Terms and Conditions the following expressions shall have the meanings set opposite them:

Business Day	any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.
The Company	Maxell Europe Limited
The Contract	the contract between the Company and the Customer consisting of these Terms and Conditions and any order form, quotation or email issued by us confirming the acceptance of the order.
The Customer	the person firm or company to whom the quotation, offer or tender is addressed or whose order is accepted by the company
A Force Majeure Event	a direction of government, war, industrial dispute, strike, breakdown of machinery or plant accident, fire, pandemic or any other event beyond the Company's control
The Goods	to include goods of any description ordered by and supplied to the Customer under the terms of this Contract
The Order	the order or orders placed by the Customer upon the Company as detailed in the quote or email confirmation issued by the Company to the Customer

1. FORMATION OF CONTRACT

- 1.1 All quotations, offers and tenders are made and all Orders are subject to and governed by the following Terms and Conditions. Subject only to clause 1.2 all other forms, terms and conditions, contracts or warranties whatsoever are excluded from the Contract between the Company and any Customer or any variation thereof unless expressly accepted in writing by a Director or other authorised representative of the company.
- 1.2 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law trade custom, practice or course of dealing.
- 1.3 In the event of a conflict between these Terms and Conditions and any express terms provided in writing by the Company or the contents of any quotation or acknowledgment of Order then the express terms issued by the Company only shall prevail.
- 1.4 The submission of an order or request by the Customer shall not form a contract between the Company and the Customer and the submission of an order or request does not deem that it has been accepted. The Contract will only come into acceptance and the order be deemed accepted once the Company confirms its acceptance of the Order in writing to the Customer with such Order to be governed by these Terms and Conditions.
- 1.5 All Goods are subject to availability and stock levels. If the Company does not have sufficient stock levels and cannot obtain the Goods then the Company reserves the right to refuse any order or request from a Customer.
- 1.6 If any statement or representation has been made to the Customer by the Company, or its officers, employees or agents upon which the Customer relies (other than in the document(s) enclosed with the Company quotation acknowledgement of Order), then the Customer must set out that statement or representation in a document to be attached to or endorsed on the Order and in any such case the Company may confirm, reject or clarify the point and submit a new quotation or Order, if appropriate. Under no circumstances shall the Company be responsible for, or to be held in respect of, any settlement or representation relied upon by the Customer which is not attached in or endorsed on the Order and subsequently confirmed by the Company.

2. PRICES

- 2.1 All prices quoted cover delivery on normal business days between normal hours and are exclusive of Value Added Tax which will be charged at the appropriate rate applying at the date of the Company's invoice where applicable.
- 2.2 Where at the Customer's request, Goods are forwarded by any means involving a higher carriage than would be incurred by use of the Company's usual means of carriage the additional charge will be paid by the Customer.
- 2.3 Where the Company delivers Goods the Customer shall be liable to the Company for carriage and demurrage costs incurred by the Company in the event of vehicles being unduly delayed at the designated point of delivery.
- 2.4 The Company may adjust the price for the Goods at any time in order to reflect any increase in third party costs including but not limited to the costs of raw materials and the costs of deliveries. Any such increase in price will be added to the quoted price. The Company may increase the cost of the Goods at any time but if the Customer objects to the increase they shall be entitled to terminate the Contract provided that they do so in accordance with these Terms and Conditions.
- 2.5 Unless otherwise specified in the quotation or Order Form (or in some other way agreed by the Company in writing) all prices are payable in Euros. The Company reserves the right to change the currency depending on the country of order and supply.

3. PAYMENT

- 3.1 The Company reserves the right to refuse or to execute any order or request from a Customer if the arrangements for payment or the Customer's credit are not satisfactory to the Company.
- 3.2 Unless otherwise agreed by the Company in writing, payment shall be due and payable 30 days after the date of the invoice issued by the Customer. Time shall be of the essence in relation to the fulfilment of any obligation the Customer has to payment. Unless otherwise agreed in writing, the Customer shall make payment without deduction and shall not be entitled to exercise the right of set off, withholding or counterclaim arising from any unconnected contract, against monies owed to the Company for Goods invoiced and delivered to the Customer.
- 3.3 The Company shall be entitled to submit its invoice as soon as the Goods leave the Company's premises save that where the delivery has been postponed at the request or default of the Customer, then the Company may submit its invoice 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 on the part of the Customer.
- 3.4 Where Goods are delivered by instalments the Company may invoice each instalment separately and the Customer shall pay such invoice in accordance with these Terms and Conditions.
- 3.5 In the event of default in payment by the Customer the Company shall be entitled without prejudice to any other right or remedy:
 - 3.5.1 to suspend all further deliveries on this Contract or Contracts between the Company and the Customer then current without notice;
 - 3.5.2 to charge interest on any amount at the rate of 4% per annum above the Bank of England Base Rate current at the due date, such interest being charged as a separate, continuing obligation not merging with any judgment; and/ or
 - 3.5.3 to serve notice on the Customer requiring immediate payment for all Goods supplied by the Company under this and all other Contracts in existence between the Company and the Customer whether or not payment is otherwise due or invoiced.

4. DELIVERY

- 4.1 Where the Company arranges for the Goods to be transported, delivery shall be given and taken when the delivery note is tendered to the Customer.
- 4.2 The Company shall use reasonable endeavours to comply with any date or dates for dispatch or delivery of Goods stated in the Order but although time for delivery is given as accurately as possible, it is not guaranteed. Time shall not be of the essence in relation to the delivery date and time. The Customer shall have no right to damages or to cancel the Contract for failure for any caused to meet any delivery time or date stated.

- 4.3 The date of delivery shall in every case be dependent upon prompt receipt of all necessary information by the Customer. If final instructions or approvals from the Customer are not received the Customer acknowledges that this may result in a delay to the proposed delivery date. Any delays or alterations by the Customer in design, specifications or quantities required may result in delay in delivery.
- 4.4 If the Company fails to deliver the Goods its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 Failure by the Customer to take delivery or to make payment in respect of any one or more instalments of Goods delivered under the Contract shall entitle the Company to treat the Contract as repudiated by the Customer either in whole or in part and to terminate in accordance with these Terms and Conditions.
- 4.6 The Company will endeavour to comply with reasonable requests by the Customer for any requested postponement of delivery but shall be under no obligation to do so.
- 4.7 Where delivery is postponed by request of the Customer or where the Customer fails to take delivery of the Goods for any reason other than due to default by the Company, (i) delivery of the Goods shall be deemed to have been completed at 9am on the second business day after the day on which the Company notified the Customer that the Goods were ready; and (ii) the Customer shall pay all costs and expenses, including reasonable charges for storage until delivery actually takes place and for transportation of the Goods so occasioned, and payment for the Goods shall be made in accordance with these Terms and Conditions in accordance with the invoice issued.
- 4.8 Unless otherwise stated, the Goods shall be carried by the method of transport chosen by the Company and to the address specified by the Customer at the time of the Order.
- 4.9 Section 32(2) of the Sale of Goods Act 1979 shall not apply. The Company shall not be required to give the Customer the notice specified in Section 32(3) of that Act.

5. RISK AND TITLE

- 5.1 Delivery details and risk shall be governed by the relevant INCOTERM as detailed in the relevant Order form.
- 5.2 Risk in the Goods shall pass to the Customer on completion of the delivery unless anything to the contrary is specified in the Order or under the relevant INCOTERMS.
- 5.3 Title to the Goods shall only pass to the Customer upon the happening of any one of the following events:
- 5.3.1 the Customer has paid to the Company all sums (including any default interest) due from it to the Company under this Contract and under all other Contracts between the Company and the Customer including (for the avoidance of doubt) any sums due under Contracts made after this Contract whether or not the same are immediately payable, or
- 5.3.2 when the Company serves on the Customer notice in writing specifying that title in the Goods has passed.
- 5.4 Until title to the Goods has passed to the Customer, the Customer shall:
- 5.4.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable at the Company's property;
- 5.4.2 not remove, deface or obscure and identifying mark or packaging on or relating to the Goods;
- 5.4.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 5.4.4 notify the Company immediately if it becomes subject to any event that would give rise to a right to terminate the Contract; and
- 5.4.5 give the Company such information as the Company may reasonably require from time to time relating to:
- (i) the Goods; and
- (ii) the ongoing financial position of the Customer.
- 5.5 Subject to Clause 5.7, the Customer may resell or use the Goods in the ordinary course of business (but not otherwise) before the Company receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 5.5.1 it does so as principal and not as the Company's agent; and
- 5.5.2 title to the Good shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.
- 5.6 At any time before title to the Goods passes to the Customer, the Company may:
- 5.6.1 by notice in writing, terminate the Customer's right to resell the Goods or use them in the ordinary course of business; and
- 5.6.2 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 5.7 The Company may recover Goods in respect of which title has not passed to the Customer at any time and the Customer hereby licences the Company, its officers, employees and agents, to enter any premises of the Customer (including with vehicles), in order to satisfy itself that the Customer is complying with the obligations in clause 5.4, and to recover any Goods in which property has not passed to the Customer.
- 5.8 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Company. Without prejudice to the other rights of the Company, if the Customer does so, all sums whatever owing by the Customer to the Company shall forthwith become due and payable.

6. CANCELLATION

- 6.1 The Customer shall only be entitled to cancel this Contract in the event that the Company has increased the prices in accordance with its rights under this Contract. If the Customer wishes to cancel for this reason then the Customer shall give the Company 14 days' notice of the cancellation.
- 6.2 If the Customer seeks to cancel this Contract, cancellation shall only be agreed to by the Company on the condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be paid forthwith by the Customer to the Company.
- 6.3 Any Goods that have been manufactured specifically for a Customer or ordered outside of the Company's usual stock (Bespoke Goods) shall not be refundable unless they are damaged and that damage is reported to the Company in accordance with these Terms and Conditions. The Company will advise prior to confirming the Order if the Goods ordered are Bespoke Goods and, in proceeding with the Order, the Customer accepts that an Order for such Bespoke Goods cannot be cancelled.
- 6.4 Goods returned to the Company without the Company's written consent will under no circumstances be accepted for credit.
- 6.5 Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if: (i) the Customer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;
- (ii) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; (iii) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (iv) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy,

- 6.6 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in 6.5, or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 6.7 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 6.8 On termination or expiry of this Contract, the Customer shall immediately pay to the Customer all of the Company's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Company may submit an invoice which shall be payable immediately on receipt.
- 6.9 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

7. SPECIFICATION

- 7.1 The Company reserves the right to alter or change the dimensions, composition or specification of the Goods supplied in order to ensure that the Goods conform to acceptable industry standards and/or the laws in any country of sale.
- 7.2 The Company may change or alter the dimensions, composition or specification of the Goods for any other reason provided that the Goods continue to materially comply with the specification.
- 7.3 The information contained in the advertising, sales and technical literature issued by the Company may only be relied upon to be accurate where such assurance is expressly given. In all other circumstances any illustrations, performance details, examples of installations and methods of assembly and all other technical data in such literature are based on experience and upon trial under test conditions and are provided for general guidance only.

8. SHORTAGES AND DEFECTS

- 8.1 The Company shall not be liable for and the Customer shall have no claims for any shortages or damages in the Goods supplied unless:-
- 8.1.1 the Customer has inspected the Goods within three working days of their arrival at its premises or other agreed destination and has discovered a defect or shortage, and
- 8.1.2 the Customer has made a written complaint specifying the shortage or defect to both the Company and to the carrier within three working days of delivery in the event of shortage, defect or non-delivery of any separate part of consignment. Or within any shorted period as notified in the carrier's conditions;
- 8.1.3 where there is a non-delivery of a whole consignment, the Customer has notified the Company within fourteen working days of the notified date of dispatch or, within such shorter period as specified in the relevant carrier's conditions; and
- 8.1.4 the Company has been given an opportunity to inspect the Goods and investigate any complaint before any use of or alteration or interference with the Goods.
- 8.2 The Company shall accept only the results of tests on Goods the form and content of which have been previously approved by the Company in writing or when these tests are specifically included and detailed in the relevant British Standard and have been carried out strictly in accordance with the Current British Standard and in the presence of a bona fide representative of the Company.
- 8.3 The Company shall not be liable for any damage or defects in any of the following events: (i) the Customer makes use of the Goods after giving the notice in clause 8.1.3; the defect or damage has arisen because the Customer failed to follow the Company's oral or written instructions for the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; (iii) the defect or damage arises as a result of the Company following any drawing, design or specification supplied by the Customer; (iv) the Customer alters or repairs the Goods without the written consent of the Company; the defect or damage arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions.
- 8.4 If no complaint is made to the Company in accordance with this clause 8 then the Goods shall be deemed to be accepted and to be in all respects in accordance with the Contract and the Customer shall be bound to pay for the same accordingly.
- 8.5 In the event that the Company has to recall any of the Goods for any reason, the Customer must comply with any such recall notice and (ii) give such assistance as the Company reasonably requires to withdraw the Goods from the market and comply with the Company's instructions about the process of implementing that recall or withdrawal.
- 8.6 In the event of the recall of the Goods the Company shall at its sole election either (i) refund the cost of the Goods to the Customer; or (ii) replace the Goods with a similar version. These shall be the sole and exclusive remedy of the Customer in these circumstances and the Company shall have no other liability to the Customer.
- 8.7 In the event that legislation or regulations change such that Goods purchased prior to the change are no longer compliant with the relevant legislation or regulations the Customer shall stop selling the relevant Goods to third parties. The Company shall have no liability for any Goods that can no longer be re-sold due to a change in legislation or regulations.
- 8.8 The Customer is responsible for complying with all legislation and regulations in the country that the Customer operates in. The Company gives no warranty that the Goods are compliant with legislation or regulation in any country outside the country in which they sold them from. The Company shall have no liability in relation to any breach of legislation or regulations outside of the country of sale.
- 8.9 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.10 Defects in quality or dimension in any instalment delivery shall not be a ground for cancellation of the remainder of the Contract.

9. GUARANTEE CONDITION

- 9.1 In the event of the condition of the Goods not being as described in these Terms and Conditions the Customer shall not be entitled to terminate the Contract but instead shall ask the Company to repair or supply satisfactory substitute Goods and the Company shall there upon be entitled at its option to either repair or take back the defective Goods and to supply satisfactory substitute Goods free of cost and within a reasonable time to repay the price of the Goods that do not meet the standards detailed in the Contract.
- 9.2 If the Company does so repair the Goods or supply satisfactory substitute Goods or effect repayment pursuant to clause 9.1 above the Customer shall be bound to accept such repaired or substituted Goods or repayment, and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective Goods or from the delay before the defective Goods are repaired or the substitute Goods are delivered or the repayment is effected.
- 9.3 In the case of Goods sold but not manufactured by the Company:
- 9.3.1 the Company gives no assurance or guarantee whatsoever that the sale or use of the Goods will not infringe the patent, copyright or other industrial property rights of any other person, firm, or company, and
- 9.3.2 the warranty as to the quality of the Goods will be limited to the warranty (if any) which the Company received from the manufacturer or supplier of such Goods.

10. LIABILITY

- 10.1 Nothing in these Terms and Conditions shall limit or exclude the Company's liability for:
- 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors (as applicable); or
- 10.1.2 fraud or fraudulent misrepresentation; or

- 10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 10.1.4 defective products under the Consumer Protection Act 1987; or
- 10.1.5 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 10.2 The Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for (i) any loss of profits; (ii) loss of sales or businesses; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; or (vii) indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from a deliberate breach of the Contract by the Company, its employees, agents or sub-contractors).
- 10.3 The Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence, breach of statutory duty, or otherwise) including losses caused by a deliberate breach of the Contract by the Company, its employees, agents or sub-contractors shall not exceed the price of the Goods and the Company agrees to insure adequately to cover claims in excess of such amounts.

11. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- 11.1 All drawings, documents, confidential records, computer software and other information supplied by the Company are supplied on the express understanding that copyright is reserved to the Company and that the Customer will not, without the written consent of the Company, either giveaway, loan, exhibit or sell such drawings, documents, records, software or other information or extracts therefrom or copies thereof or use them in any way except in connection with the Goods in respect of which they are issued.
- 11.2 The Customer shall not copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make amendments to the Goods in any circumstances.
- 11.3 All claims for alleged infringement in respect of patents, trademarks, registered design, design right or copyright received by the Customer must be notified immediately to the Company and the Company must thereafter be kept fully informed of the conduct of such claims.

12. CUSTOMER DRAWINGS AND SPECIFICATION

- 12.1 The Customer shall be solely responsible for ensuring that all drawings, information, advice and recommendations given to the Company, either directly or indirectly by the Customer or the Customer's officers, employees, agents, consultants or advisers are accurate, correct and suitable. Examination or consideration by the Company of such drawings, information, advice or recommendations shall no way limit the customer's responsibility hereunder unless the Company under the hand of a director or other authorized representative specifically agrees in writing to accept responsibility.
- 12.2 Where the Customer requires the Company to provide the Goods in accordance with the material specification or materials provided by the Customer, the Customer undertakes, warrants, and represents that it has obtained all necessary consents, licenses and permissions required for the Company to produce the Goods and that the Goods shall not infringe any rights, including the intellectual property rights to any third party. In these circumstances the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's production of such goods. This Clause 12.2 shall survive termination of the Contract.
- 12.3 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 (as referred to in clause 15.5 of these Terms and Conditions) of the Customer where such drawings or specifications are at fault or where it is alleged that they involve an infringement of a patent, copyright, registered design, design right or design copyright or other exclusive right.

13. INSOLVENCY

- 13.1 If the Customer shall become bankrupt, or under the provisions of Section 123 of the Insolvency Act 1986 is deemed to be unable to pay their debts, or compounds with creditors or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Customer (other than for voluntary solvent winding up for the purposes of reconstruction or amalgamation, or if a Receiver or Manager is appointed of all or any part of the assets or undertaking, the Company shall be entitled to terminate the Contract in whole or in part by notice in writing without prejudice to any other right or remedy accrued or accruing to the Company.

14. FORCE MAJEURE

- In the event of the performance of any obligation accepted by the Company being prevented or delayed, or in any way interfered with by:
 - 14.1 any Force Majeure Event, or
 - 14.2 non-delivery due to by the Company's suppliers; or
 - 14.3 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 any liability or damage or consequential loss resulting from such suspension or cancellation being without prejudice to the Company's right to recover all sums owing to it in respect of consignments delivered and costs incurred prior to the date of suspension or cancellation.

15. SPECIALS AND FREE ISSUE MATERIALS

- 15.1 The Company can give no guarantee of the suitability of materials or design of Goods made especially to the Customer's requirements and differing from the Company's standard specifications even if the purpose has been made known to the Company.
- 15.2 The Company cannot accept responsibility for Customer's samples, drawings, tools and the like while in the Company's possession and the Company will not accept any claim for loss, breakages or damages to the same whatever the cause. It is agreed between the Company and the Customer that the Customer shall be responsible for insurance cover in its own name and at its cost for all risks under this Contract.
- 15.3 Where materials are supplied by the Customer to the Company such materials shall remain at the risk of the Customer at all times and the Company shall not be liable for the loss of or damage to, any material during fabrication by the Company or by any sub-contractor employed by the Company may, at its own discretion, make a contribution towards the replacement costs of the material.
- 15.4 An allowance for material lost as process scrap is (where applicable) included in the Contract price and no such losses shall be subject of any claim by the Customer or contribution by the Company.
- 15.5 Where materials are supplied by, or on behalf of, the Customer to the Company the Customer shall be responsible to ensure that the material is of satisfactory quality and it is fit for purpose and shall indemnify the Company against loss, damage injury, or expense whatsoever arising directly or indirectly from any fault in or incorrect specification of the said material.

16. MANDATORY POLICIES

- 16.1 The customer must comply with all policies of the Company as communicated by the Company from time to time.

17. ASSIGNMENT

The Contract is between the Company and the Customer as principals and under no circumstances shall the Customer assign the benefit or burden of it without prior written consent of the Company.

18. SEVERABILITY

In the event of any provision of these Terms and Conditions being or becoming void in whole or in part the other provisions of these Terms and Conditions shall remain fully valid and enforceable and void provisions shall, where appropriate, be replaced in accordance with the meaning and purpose of these Terms and Conditions

19. NOTICES

Any notice required or permitted to be given by either party to the other under these Terms and Conditions of Sale shall be in writing addressed to that other party at its registered office or principal place of business, or such other address which may have been notified to the party giving notice. A Notice shall be deemed to have been received, in the case of electronic mail, upon transmission and in the case of a letter forty eight hours after posting. In proving service by electronic mail, it shall be necessary only to produce a report confirming uninterrupted transmission to the recipient.

20. ENTIRE AGREEMENT

20.1 The Contract constitutes the entire agreement between the parties.

20.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

21. VARIATION

No variations of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives)

22. WAIVER

22.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

22.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

23. EXPORT

23.1 Where the Goods are supplied to the Customer and the Customer intends to export those Goods from the country that the Company shipped them from, the provisions of this clause 23 shall apply (unless otherwise agreed in writing) If there is a conflict between this clause 23 and any other provision of the Contract, the provisions of this clause 23 shall take precedence.

23.2 Unless otherwise agreed in writing, all commercial terms shall be interpreted in accordance with the INCOTERMS detailed in the Order Form as at the time the Order is accepted. For the purpose of this Contract "INCOTERMS" shall mean the International rules for the interpretation of trade terms of the International Chamber of Commerce.

23.3 If the Customer wishes to export the Goods outside the country in which they are ordered, the Customer shall be responsible for complying with any legislation, regulations and taxes governing the importation of the Goods into the country of destination and for the payment of any duty on them unless otherwise agreed in writing by the parties.

23.4 Unless otherwise agreed in writing, this Contract is for delivery ex works and the place for delivery is at the Company's premises, as notified by Customer when placing the Order.

23.5 All warranties, conditions and forms implied by common law or by statute as to the quality, condition or fitness for purpose of the Goods are excluded so far as is possible by law except as expressly set out in these Terms and Conditions.

24. LEGAL

24.1 This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.

24.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.