

Terms and Conditions

SALE

1. DEFINITIONS AND INTERPRETATION

1.1. In these Conditions:

Applicable Laws	any and all laws, legislation, statutes, regulations, bye-laws, decisions, notices, orders, rules (including any rules or decisions of court), local government rules, statutory instruments or other delegated or subordinate legislation and any directions, codes of practice issued pursuant to any legislation, and voluntary codes that are applicable to the sale and purchase of the Goods or the supply and purchase of the Services on these Conditions from time to time.
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Buyer	means the customer identified in the Order.
Contract	means each contract for the purchase and sale of the Goods and Services formed in accordance with Condition 3.
Confidential Information	in relation to the Buyer or the Seller, all information and trade secrets relating to its business or customers which come into the possession of the other party pursuant to the Contract, whether orally, or in documentary, electronic or other form.
Data Protection Law	all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable to the party subject to the relevant obligation) the EU GDPR and the UK GDPR.
Deliverables	any documents, designs, drawings, artwork, images, diagrams, products, content and any other materials conceived or first reduced to writing or developed by Seller and provided to the Buyer, as part of or in connection with the Services.
Developed IPR	any Intellectual Property Rights created or developed by the Seller in the course of producing any bespoke Goods or Deliverables developed by the Seller specifically for the Buyer and in accordance with designs or specifications provided by the Buyer.
Goods	means the goods (including any instalments, component, part of or raw materials used in such goods) described in the Order.
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.

Insolvency Event	<p>each and any of the following in relation to the Buyer or the Seller (being the Relevant Party):</p> <p>(a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Relevant Party (except that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or reconstruction); (ii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of the Relevant Party or any of its assets; (iii) the enforcement of any security over any assets of the Relevant Party; or (iv) the expropriation, attachment, sequestration, distress or execution over or affecting any material asset of the Relevant Party;</p> <p>(b) the Relevant Party is unable to pay its debts as they fall due or is insolvent;</p> <p>(c) the Relevant Party enters into a composition or arrangement with its creditors or any class of them;</p> <p>(d) the Relevant Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or</p> <p>(e) the commencement of any analogous procedure or step in relation to the Relevant Party.</p>
Intellectual Property Rights	<p>patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world</p>
Order	<p>an order in writing (including email) for Goods and/or Services issued by the Buyer and accepted by the Seller in accordance with Condition 3.</p>
Personal Data	<p>personal data as defined under UK GDPR.</p>
Seller	<p>means the Dellner Glass company from which the Goods, Deliverables and/or Services are sold.</p>
Services	<p>means the services (including any repair work or instalments) described in the Order.</p>
Special Conditions	<p>means any special conditions governing the Contract in addition to these Conditions where agreed in writing by the Seller and annexed hereto.</p>

1.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3. References

to **include, includes, including** and **included** shall be construed without limitation to the generality of the preceding words.

1.4. A reference to **indemnify** means on demand to indemnify and keep indemnified, and hold harmless, the party to be indemnified on an after tax basis.

1.5. References to any statute or any section of any statute include any statutory amendment, modification or re-enactment and instruments and regulations under it in force from time to time, unless the contrary is stated. References to any rules, regulations, codes of practice or guidance include any amendments or revisions from time to time.

1.6. Condition headings are inserted only for convenience and are in no way to be construed as part of these Conditions.

1.7. Unless the context otherwise requires, the terms **controller**, **processor**, **processing/process**, **personal data** and **data subject** shall be interpreted and construed by reference to Data Protection Law.

2. BASIS OF THE SALE

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom or course of dealing.

2.2. These Conditions, together with the Special Conditions (if any) and the Order constitute the entire agreement between Buyer and Seller for the supply of the Goods and the Services and extinguish all previous agreements, arrangements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. If there is any conflict or inconsistency between these Conditions and the Special Conditions, the Special Conditions shall prevail to the extent of the conflict or inconsistency.

2.3. The Seller's employees or agents are not authorised to make any representation concerning the Goods or Services unless confirmed by the Seller in writing, and the Buyer undertakes not to rely on, and hereby waives any claim for breach of, any unconfirmed representation which is not made fraudulently.

2.4. Any advice or recommendation given by the Seller or its employees or agents to the Buyer as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk.

2.5. Any prices, charges, samples, drawings, descriptions, or advertising of or relating to goods or services available from the Seller or issued or published by the Seller, including those contained in catalogues, brochures or on a website (all or any of these forms of communication being **Promotional Material**), are issued or published in order to give an

idea of the goods or services described in them and the associated charges or prices (as appropriate), and they shall not form part of the Contract or any other contract of sale of the Goods or the supply of Services, or any agreement to sell the Goods or supply the Services, between the Seller and the Buyer, or any collateral contract.

2.6. The Seller is not bound by, and hereby excludes liability for, any error in or omission from (other than a fraudulent one) Promotional Material which is manifest or which ought reasonably to be considered apparent to the Buyer, and the Buyer undertakes not to rely on any such error or omission, or to enforce rights or bring any claim against the Seller on the basis of the Promotional Material to the extent of such error or omission.

3. QUOTATIONS, ORDERS AND SPECIFICATIONS

3.1. A quotation or any similar communication by the Seller is not an offer to sell or supply any goods or services, unless it is in writing and expressly described as an offer.

3.2. A quotation or any similar communication is valid only for the period stated in it, and in the absence of a period stated, for 30 days only and is subject to withdrawal or revision by the Seller at any time prior to dispatch.

3.3. Each Order for either or both Goods and Services by the Buyer is an offer by the Buyer to purchase either or both Goods and Services subject to these Conditions.

3.4. No Order submitted by the Buyer is accepted by the Seller until the Seller confirms its written acceptance or (if earlier) the Seller delivers the Goods or supplies the Services to the Buyer. Acceptance of an order in accordance with this Condition 3.4 shall result in a Contract.

3.5. The Buyer must ensure that the terms of any Order (including any specification) are complete and accurate and that it provides the Seller with any necessary information relating to the Goods and Services within a sufficient time to enable the Seller duly to perform the Contract. The Seller shall be released from its obligations under the Contract to the extent that the Buyer has not complied with this Condition 3.5.

3.6. The Seller reserves the right to make any changes in the specification of the Goods or Services which are required for the Goods or Services to conform with any Applicable Laws which do not materially affect their quality or performance.

4. CANCELLATION AND DELAY

4.1. No Order may be cancelled by the Buyer except with the Seller's written agreement and on terms that the Buyer shall indemnify the Seller against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation. Provided the Seller acts reasonably and in good faith, and provides prompt written notice to the Buyer, the Seller may cancel an Order without incurring any liability to the Buyer.

4.2. If the Buyer extends or delays the Contract or fails to take delivery of any Goods or the Services at the agreed time or (if no time is agreed) within a reasonable time then the Buyer shall indemnify the Seller against all loss (including loss of profit), costs (including the cost of storage and all labour and materials used), damages, charges or expense incurred by the Seller as a result of such extension, delay or failure.

5. PRICE

5.1. The price of the Goods and Services is the Seller's quoted price.

5.2. Any price quoted by the Seller for the Goods is exclusive of the cost of delivery to the Buyer (including transport, non-standard packaging, insurance and any taxes, duties or surcharges).

5.3. The price is exclusive of any applicable VAT or any similar taxes, levies or duties which will be charged at the rate applicable when invoiced.

5.4. The prices for delivery are based on current tariffs, customs duties, exchange rates, costs of production (including raw materials, fuel, labour and freight prices), inflation, and applicable legal and regulatory requirements. In the event of any increase in these costs due to changes in applicable laws, regulations, market conditions or similar factors, Seller reserves the right to equitably adjust the delivery prices accordingly. Any such adjustment shall be communicated to Buyer in writing.

6. PAYMENT

6.1. Unless notified otherwise, payment of the price for the Goods and Services is due 30 days following the date of the relevant invoice.

6.2. Time of payment is of the essence.

6.3. Any amount due to the Seller is not to be taken to have been made or received for the purposes of the Contract unless and until the amount is received by the Seller in cleared funds.

6.4. Payment by the Buyer shall be made (subject to clause 22.2) in pounds sterling (GBP) and without any deduction or set off.

6.5. Interest at an annual rate of 4% above the applicable Barclays Bank plc base rate will accrue daily (both before and after judgement) and be calculated on a daily basis on overdue accounts from the date of invoice until payment.

6.6. Despite any provision allowing credit, payment is due and payable to the Seller immediately upon cancellation or termination of the Contract.

6.7. The Seller shall be entitled to payment for all instalments of Goods delivered to the Buyer, whether under a blanket order or otherwise.

6.8. If the Buyer fails to make any payment on the due date then the whole price of all goods or services bought or agreed to be bought by the Buyer shall be immediately due and payable without demand and the Seller may:

6.8.1. cancel the Contract or suspend deliveries or performance to the Buyer; and/or

6.8.2. appropriate any payment made by the Buyer to such of the Goods or Services (or the goods or services supplied under any other contract between the Buyer and the Seller) as the Seller thinks fit.

6.9. The Seller is entitled to set off sums owed by the Seller to the Buyer against sums owed by the Buyer to the Seller.

7. DELIVERY

7.1. Delivery to the Buyer will be in accordance with instructions given and the Seller may at its sole discretion make such additional charges as are fair and reasonable in respect of such delivery.

7.2. Whenever possible Goods will be delivered by road vehicle to the Buyer's warehouse or works. Additional carriage charges in accordance with rates current at the time of despatch may be applied if special delivery arrangements (e.g. packed consignments to destinations other than to the Buyer's normal warehouse or works, to remote areas, or in small batches) are required.

7.3. The Seller will deliver goods within the standard intolerances stated within the Seller's literature.

7.4. Where delivery is affected by the Seller it will be deemed to have been completed when the Goods are ready to be off-loaded at the place of delivery. Off-loading shall be the entire responsibility of the Buyer, and the Seller accepts no liability for damage to the Goods during offloading.

7.5. Where delivery is undertaken by the Seller any complaint in respect of short delivery or for damaged goods must be notified within 3 days of receipt and confirmed in writing at that time and any claim for non-delivery must be made within fourteen days of invoice date.

7.6. The Buyer must examine the goods before signature of any packing note and failure by the Buyer to express dissatisfaction with the Goods having given a clear signature for them will disentitle the Buyer from making any claim against the Seller or the carrier in respect of any damage to the Goods.

8. RISK AND PROPERTY

8.1. The Goods remain the property of the Seller until:

8.1.1. their full price has been received by the Seller; and

8.1.2. all other sums which are or which become due from the Buyer on any account with the Seller have been received by the Seller.

8.2. If payments received from the Buyer are not stated to refer to a particular invoice the Seller may appropriate such payments to any outstanding invoice.

8.3. Risk of loss or damage to the Goods passes to the Buyer on delivery.

8.4. Until ownership of the Goods passes to the Buyer, the Buyer must:

8.4.1. hold the Goods as the Seller's fiduciary bailee;

8.4.2. store them at its own cost on its premises separately from any other goods and in a manner which makes them readily identifiable as the goods of the Seller;

8.4.3. not destroy, deface or obscure any identifying mark or packaging of the Goods;

8.4.4. maintain the Goods in a satisfactory condition insured on the Seller's behalf for their full price against all risks; and

8.4.5. hold the proceeds of insurance referred to in Condition 8.4.4 on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn account.

8.5. The Seller may at any time recover or resell the Goods until they are owned by the Buyer.

8.6. In order to verify the Buyer's compliance with its obligations under Condition 8.4 and to exercise its rights under Condition 8.5, the Seller shall be entitled by its employees or agents without notice to enter the Buyer's premises and the Buyer shall at the request of the Seller procure the right for the Seller, its employees or agents to enter any premises of a third party where the Goods are stored for the purpose of this Condition 8.6.

8.7. The Buyer's right to possession of the Goods terminates immediately if any of the events set out in Condition 20 occurs.

8.8. If the Goods shall be sold by the Buyer before payment for them has been made that part of the proceeds of sale which represents or is equivalent to the amount owed by the Buyer to the Seller shall be held by the Buyer upon trust for the Seller and shall be paid into a separate bank account designated for that purpose. The Seller shall be entitled to trace the proceeds of any such sale(s) into such bank account (or wherever such proceeds may in fact be located) and the Buyer authorises the Seller to make enquiries of its bankers (or otherwise as appropriate) relating to such proceeds.

8.9. The Buyer shall ensure that the Goods are not incorporated in or mixed with or used as part of other goods before full payment for the Goods has been made to the Seller, although if such incorporation or mixing takes place, the property in those Goods which remain identifiable and/or severable from such other goods shall remain with the Seller until payment has been made or such other goods have been sold and all the Seller's rights in the Goods shall extend to such part of those other goods and to their proceeds of sale, which shall be held by the Buyer in accordance with Condition 8.8.

9. RESALE OF GOODS

9.1. It is the responsibility of the Buyer to ensure that no marking or label affixed to the Goods referring the user to the Seller's instructions and/or recommendations for use is removed, tampered with or disfigured in any way.

9.2. If any item comprised in the Goods is resold by the Buyer, the Buyer shall:

9.2.1. bring to the purchaser's attention all the Seller's instructions and/or recommendations for use which are packed with or appearing on the Goods or which the Seller has notified to the Buyer; and

9.2.2. be responsible for providing full and accurate translations in all relevant languages where the Goods go overseas.

10. SIZES

10.1. All sizes are quoted in metric measurements. Imperial sizes will be translated to the nearest metric equivalent.

10.2. Glass panes not exceeding 0.25 m² will be charged at 0.25 m².

10.3. All prices are for clean rectangles.

10.4. Ovals, circles or irregular shapes will be charged the full size of the rectangular pane from which they are cut.

10.5. Notches and cut-outs, edgeworking or drilling will be charged in addition.

10.6. On all orders, for the purpose of pricing, each measurement of less than 5 mm will be rounded down and of 5 mm or more will be rounded up to the nearest centimetre.

11. QUALITY

11.1. The Seller warrants, for a period of twelve (12) months from the date of delivery of the Goods, that subject to Condition 11.5, the Goods shall be:

11.1.1. free from defects in materials and workmanship;

11.1.2. in accordance with the Order; and

11.1.3. in accordance with any specification provided by the Seller or provided by the Buyer and expressly agreed to in writing by the Seller, together, the **Warranty**.

11.2. The Buyer's rights under the Warranty are subject to and conditional upon observance of the following conditions:

11.2.1. the Warranty shall not be assigned or transferred unless the Seller's consent in writing has first been obtained;

11.2.2. the Seller shall be notified at the time of the defect is discovered and shall be given an opportunity to examine the Goods concerned before they are removed from the location at which the Buyer, or the relevant customer in the supply chain, was using the Goods at the time that the defect was discovered.

11.3. The Services shall be provided in accordance with the Order, with reasonable skill and care and Applicable Laws.

11.4. The Seller shall not be liable under the Warranty or otherwise for any direct or indirect loss whatsoever arising out of any defect in the Goods or any part thereof.

11.5. The Seller is not liable under the Warranty where:

11.5.1. the price has not been paid in full and for so long as it or part of it remains outstanding;

11.5.2. a defect arises from any or all of the following:

(a) fair wear and tear;

(b) the Goods conforming with information, drawings or specifications supplied by or on behalf of the Buyer;

(c) (without prejudice to clause 14.1) the Buyer failing to conduct reasonable checks to ensure that any drawings or detailed specifications produced by the Seller by reference to instructions or specifications provided by the Buyer are consistent with the Buyer's requirements;

(d) alteration of the Goods (other than by or on behalf of the Seller)

(e) repair of the Goods (other than by or on behalf of the Seller);

(f) failure to follow or to follow fully Seller's instructions (whether oral or written) or maintenance requirements;

11.5.3. the Goods have been improperly installed or connected (unless the Seller carried out the installation and connection); or

11.5.4. more than twelve (12) months have elapsed since the date of delivery of the Goods in question.

11.6. Unless specified and with the exception of the backing glass used for low spall glasses, all glass shall be of float quality.

11.7. The Seller will not accept a Buyer's own glass for laminating without prior written agreement but if such an agreement is made the Seller accepts no responsibility for accidental breakages when handling or working the Buyer's own glass.

11.8. All Goods supplied by the Seller are supplied on the basis that they are not required for any special purpose different from the usual purpose for which such goods are supplied and the Buyer shall be deemed to have full knowledge of the nature and properties of the Goods supplied and any hazards they involve and the proper treatment, storage and handling thereof. In particular Goods are supplied on the basis that they shall be used in normal conditions appropriate for such Goods and shall be properly maintained. Guidelines for handling, storing and installation of the Goods are available from the Seller.

12. TEMPLATES

12.1. If a Buyer orders goods to be supplied to a template and the template dimensions differ from those specified in associated documents or correspondence or verbal instructions the order will be executed to the dimensions of the template, and the Seller accepts no liability for any such difference or variation. Buyer's templates must always be of hardboard.

13. SPECIFICATION INFORMATION

13.1. Where the Contract provides that the Seller is to supply or manufacture Goods to the Buyer's specification the Buyer shall be under an obligation to provide the Seller with sufficient accurate information, drawings and the like to enable the Seller to perform the Contract. The Seller shall not be liable for any defect in such Goods which arises out of any failure or defect in any 9 materials, design or specification supplied or specified by or on behalf of

the Buyer and the Warranty shall not apply to such Goods.

13.2. The Seller shall not be under any liability in respect of descriptions, specifications, weights or dimensions or other matters in relation to Goods contained in any material such as forwarding specifications, drawings, price lists, catalogues, trade publications and advertising matters, other than in the Contract itself.

13.3. The Seller shall be entitled without notice (save where the Seller is working to the Buyer's specification as provided in Condition 13.1 above in which case it shall consult with the Buyer) to make changes in dimensions, materials and designs which it thinks reasonable or desirable without affecting the validity of the Contract. The Buyer shall have no cause of action in respect of any such change.

14. ALTERATIONS

14.1. It is the Buyer's responsibility to scrutinise order acknowledgements to ensure that its requirements have been correctly interpreted as after manufacture has commenced alterations may be impossible.

15. DEFECTS

15.1. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or Services or their failure to correspond with any specification referred to in Condition 11.1.3 must (whether or not delivery is refused by the Buyer) be notified to the Seller and the Buyer's carriers within seven days from the date of delivery or performance or, where the defect or failure was not apparent on reasonable inspection, within the period of the Warranty set out in Condition 11.1..

15.2. In no event shall the Buyer be entitled to reject the Goods on the basis of any defect or failure which is so slight that it would be unreasonable for the Buyer to reject them.

15.3. If the Buyer does not notify claims in accordance with Condition 15.1 then:

15.3.1. the Buyer shall not be entitled to reject the Goods and/or Services; and

15.3.2. the Seller shall have no liability for such defect or failure; and

15.3.3. the Buyer shall be bound to pay the full price for the Goods and/or Services.

15.4. In the event the Buyer has a valid claim which has been notified to the Seller pursuant to Condition 15.1, the Seller shall be entitled to repair or replace the Goods or carry out the Services again (or the part or element in question) free of charge or, at the Seller's option, refund to the Buyer the price of the

Goods or Services (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

16. LIMITATION OF LIABILITY

16.1. Nothing in these Conditions shall exclude or limit the liability of any party for:

16.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

16.1.2. fraud or fraudulent misrepresentation; and

16.1.3. any matter in respect of which it would be unlawful to exclude or restrict liability.

16.2. The Seller shall not under any circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

16.2.1. any loss of profit, loss of revenue, loss of goodwill or loss of anticipated savings (whether direct or indirect); or

16.2.2. any loss that is an indirect or secondary consequence of any act or omission of the Seller.

16.3. Subject to Conditions 16.1 and 16.2, the total liability of the Seller in respect of all loss or damage arising under or in connection with each Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed an amount equal to all amounts paid under the relevant Contract.

16.4. All warranties, conditions or terms not set out in the Contract and which would otherwise be implied or incorporated into the Contract by statute, common law or otherwise (other than as to statutory interest, and title to goods) are hereby excluded except to the extent they may not be excluded or limited by law.

17. DATA PROTECTION

17.1. Each party shall at all times comply with Data Protection Law in respect of any Personal Data received from the other party pursuant to the Contract ("**Shared Personal Data**"). Subject to Data Protection Law, the parties are of the view that any Shared Personal Data will be processed by the parties as independent (not joint) controllers.

17.2. Each party shall provide the other (the Requesting Party) with such reasonable assistance as is requested by the Requesting Party to enable the Requesting Party to comply with its obligations under Data Protection Law.

18. INTELLECTUAL PROPERTY RIGHTS

18.1. Subject to clause 18.2 all Intellectual Property Rights in or arising out of or in connection with the Goods, Deliverables and the Services shall be owned by the Seller.

18.2. All Developed IPR shall be owned by the Buyer. Where Goods are manufactured using tooling produced by or on behalf of the Seller to a bespoke design specifically for the Buyer, all Intellectual Property Rights in the design of such tooling shall vest in the Buyer, provided that the physical tooling itself shall at all times remain the property of the Seller, notwithstanding that the tooling is used exclusively for the manufacture of Goods for the Buyer.

18.3. All Intellectual Property Rights in any bespoke Goods or Deliverables developed by the Seller specifically for the Buyer under the Contract other than the Developed IPR shall be owned by the Seller. The Buyer grants the Seller a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy, use and modify any materials provided by the Buyer to the Seller for the purpose of supplying the Goods and providing the Services to the Buyer.

18.4. Subject to payment in full of all sums due under the Contract, the Seller grants to the Buyer a fully paid-up, non-exclusive, royalty-free and transferable licence (with the right to sublicense) to use and modify the Intellectual Property Rights owned by the Seller and incorporated in the Goods, solely to the extent necessary to use, maintain, repair, replace and resell the Goods in the ordinary course of the Buyer's business.

19. INDEMNITY

19.1. The Buyer agrees to indemnify the Seller against any damages, losses, costs, claims or expenses incurred by the Seller towards a third party arising out of or in connection with the Goods or Services supplied by the Seller or their operation or use and whether arising by reason of the negligence of the Seller or otherwise.

20. TERMINATION

20.1. Either party may by giving notice to the other terminate the Contract as from the date of expiry of the notice if the other commits a material breach of this Contract which is either incapable of remedy or, in the case of a breach capable of remedy, is not remedied within thirty (30) days after the terminating party has given notice containing details of the breach, and requiring the breach to be remedied.

20.2. Either party may at any time, by notice to the other, terminate this Contract as from the date of expiry of the notice if an Insolvency Event occurs in relation to the other.

20.3. Termination of the Contract shall not affect rights and duties accrued before termination and in particular shall not affect the Seller's rights contained in Conditions 8 and 12, which survive termination of the Contract.

21. HEALTH AND SAFETY

21.1. The Buyer agrees to:

21.1.1. pay due regard to all information supplied by the Seller relating to the use of the Goods necessary to ensure the Goods will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work;

21.1.2. comply with Applicable Laws;

21.1.3. indemnify the Seller in respect of any and all claims arising from the Goods being unsafe as a result of the Buyer's activities; and

21.1.4. monitor the safety of the Goods, to pass on to the Seller information as to the risks of the Goods and to co-operate in any action the Seller decides to take to avoid those risks.

22. EXPORT

22.1. Where the Goods are to be exported to the Buyer the provisions of this Condition 22 shall apply.

22.2. Payment shall be made in pounds sterling (GBP) or such currency as is agreed in writing by the Seller.

22.3. Where required by the Seller, the Buyer will establish and maintain in favour of the Seller an irrevocable letter of credit which shall:

22.3.1. be confirmed by a UK clearing bank;

22.3.2. be payable on drafts drawn at sight upon presentation to the bank by the Seller of a certified copy of the Seller's invoice;

22.3.3. be established at least 30 days prior to anticipated shipment date;

22.3.4. cover the full price of the Goods (including applicable taxes); and

22.3.5. be transferable

22.4. All bank charges and other expenses in relation to the letter of credit shall be paid by the Buyer.

22.5. The Buyer shall be responsible for complying with any Applicable Laws governing the importation of the Goods into the country of destination and for the payment of any duties on the Goods.

22.6. Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered EX Works (as that term is defined in Incoterms) and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

22.7. If there is any conflict between Incoterms and the Contract, the terms of the Contract prevail.

23. FORCE MAJEURE

23.1. Provided it has complied with Condition 23.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract (Affected Party) by any circumstance not within its reasonable contemplation or control (Force Majeure Event), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

23.2. The Affected Party shall:

23.2.1. as soon as reasonably practicable after the start of the Force Majeure Event but no later than three (3) days from its start, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract;

23.2.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations; and

23.2.3. as soon as reasonably possible after the end of the Force Majeure Event, notify the other party that the Force Majeure Event has ended and resume performance of its obligations under the Contract.

23.3. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than three (3) months the party not affected by the Force Majeure Event may terminate the Contract by giving notice in writing to the Affected Party.

24. CONFIDENTIALITY

24.1. Each party undertakes to the other in relation to the Confidential Information of the other:

24.1.1. to keep confidential all Confidential Information;

24.1.2. not to disclose Confidential Information without the other's prior written consent to any other person except those of its employees who have a need to know the Confidential Information;

24.1.3. not to use Confidential Information except for the purposes of performing its obligations under the Contract (and in particular not use Confidential Information to obtain a commercial, trading or any other advantage); and

24.1.4. to keep separate from all other information all Confidential Information in its possession or control.

24.2. The provisions of Condition 24.1 shall not apply to Confidential Information to the extent that it is or was:

24.2.1. already in the possession of the other free of any obligation of confidentiality on the date of its disclosure;

24.2.2. in the public domain other than as a result of a breach of this Condition 24;

24.2.3. required to be disclosed:

(a) pursuant to Applicable Law, or the rules of any exchange on which the securities of a party are or are to be listed; or

(b) in connection with proceedings before a court of competent jurisdiction or under any court order or for the purpose of receiving legal advice, but only to the extent and for the purpose of that disclosure.

24.3. Each party acknowledges that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of Condition 24 and accordingly a party will be entitled, without proof of special damage, to an injunction and other equitable relief for any actual or threatened breach of Condition 24.

25. GENERAL

25.1. Any notice to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid recorded delivery or by email. Delivery by courier shall be regarded as delivery by hand. Notices shall be sent to the registered office or principal place of business of the Seller or the Buyer (as applicable).

25.2. Notices shall be deemed to have been received if : (i) delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (ii) sent by pre-paid recorded delivery 48 hours from the date of posting; or (iii) delivered by email, at the time of sending, provided that no automated notification informing the sender that the message has not been delivered has been received by the sender; provided that if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice is deemed to have been received at 9am on the next Business Day.

25.3. The Seller is a member of a group of companies and accordingly the Seller may perform any of its obligations or exercise any of its rights by itself or through any other member of its group.

25.4. Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller, whether or not under the Contract.

25.5. If any provision of the Contract is found by any competent authority to be invalid, unenforceable or unreasonable, it shall be severed from the remainder of the Contract which shall continue in full force and effect.

25.6. Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract is not a waiver of any of its rights under the Contract.

25.7. Any waiver by the Seller of any breach by the Buyer is not a waiver of any subsequent breach.

25.8. The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

26. ASSIGNMENT

26.1. The Seller may assign or subcontract the Contract or any part of it and may dispose of or deal in any manner with any of its rights or beneficial interests under it.

26.2. The Buyer may not assign the Contract or dispose of or deal in any manner with any of its rights or beneficial interests under it.

27. GOVERNING LAW AND JURISDICTION

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

27.2. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be London, UK. The arbitration and all documents shall be in English.