

CONDITIONS OF SALE
PUMPFLOW LTD

1 GENERAL

1.1 In these Conditions:-

“the Company”	means Pumpflow Limited (Registered in England No. 09634144);
“Contract”	means a contract made between the Company and the Customer which is evidenced by an order in writing from the Customer and/or a written acknowledgment from the Company, and which is subject to these Conditions of Sale;
“the Customer”	means the individual, firm, company or other party with whom the Company contracts;
“Goods”	means the goods which the Company is to supply in accordance with the terms of a Contract;
“Intellectual Property Rights”	means any patent, copyright, design right, trade mark, confidential information, know-how and all other intellectual property rights whether or not registered or capable of registration;
“Specification”	means a specification for Goods derived either from drawings, samples or other means originated by the Customer or as otherwise agreed in writing between the Company and the Customer.

1.2 Any quotation or estimate made by or on behalf of the Company in writing and/or orally is an invitation only to the Customer for him to make an offer and no quotation or estimate provided by the Company shall be binding upon the Company unless and until such order is accepted by the Company, either:-

1.2.1 on a standard acknowledgement order form; or

1.2.2 by processing the goods or materials

(as applicable in the circumstances).

1.3 Any representation or warranty which may be made by or on behalf of the Company prior to a Contract being entered into, whether orally or in writing (save for fraudulent misrepresentations), is hereby expressly excluded and shall be of no effect.

1.4 Any attempted variation of these Conditions of Sale in any document received by the Company from the Customer is inapplicable unless expressly accepted by a director of the Company in writing and any Contract arising out of an estimate or quotation is subject to the terms and conditions herein contained to the exclusion of any terms expressed or implied inconsistent therewith even where such terms may be the Customer’s standard conditions of purchase.

1.5 Quotations given by the Company are valid for thirty days only from the date of dispatch (time being of the essence) and unless the Company receives an order in writing from the Customer within that period the quotation shall lapse upon the expiration thereof.

- 1.6 It is the Customer's responsibility to ensure that the Company's inspection codes will be adequate for the application of the Customer's goods.

2 DELIVERY

- 2.1 Delivery of the Goods shall be effected either: (i) by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection; or (ii) if some other place or manner of delivery is agreed by the Company, by the Company delivering the Goods to that place or in that manner.
- 2.2 Where a period is named for delivery and such period is not extended by mutual consent in writing or under the provisions of clause 2.3 hereof the Customer shall accept delivery within that period.
- 2.3 Deliveries may be wholly or partially suspended by the Company, and the time of such suspension added to the original period for delivery, in the event of a stoppage, delay or interruption of work during the delivery period as a result of strikes, lockouts, trade disputes, break downs, non-delivery of materials, trade restrictions, accident or any cause whatsoever on the part either of the Company or any supplier of the Company including (but not limited to) any delay in production of Goods which is beyond the reasonable control of the Company.
- 2.4 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by a director of the Company in writing. The Goods may be delivered by the Company in advance of the quoted delivery date on giving reasonable notice to the Customer.

3 SPECIFICATIONS

- 3.1 Every Specification shall be deemed to have been provided and instigated by the Customer unless clearly agreed to the contrary by the Company in writing.
- 3.2 Where a Specification is to be supplied, the Customer shall supply the same in reasonable time to enable the Company to complete delivery within the period estimated. If there is a delay in receiving the full Specification then the Company reserves the right to amend the delivery lead time accordingly.
- 3.3 Where a Specification is supplied by the Customer and includes drawings and plans, the Company will assume that all dimensions on such drawings and plans are accurately represented thereon and the Contract shall be deemed to be fulfilled by the Company where Goods conform to such Specification.

4 PRICES

- 4.1 The price of the Goods shall always be the Company's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer.
- 4.2 The Company reserves the right, by giving written notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (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 requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

- 4.3 Where the Company has notified a revised price to the Customer for a repeat order for Goods, that price shall prevail and bind the Customer unless the Customer challenges such revised price in writing within two working days of such notification, failing which the revised price shall be deemed to be acceptable.
- 4.4 Except as otherwise stated in the Company's written quotation or unless otherwise agreed in writing between the Customer and the Company, all prices are given by the Company on an ex works basis, and where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.
- 4.5 Unless otherwise expressly stated in writing by the Company, all prices payable must be settled in pounds sterling. If the Company agrees to accept foreign currency and does not specify an exchange rate, the prevailing exchange rate will be that of The Bank of England at the close of business on the day preceding the date on which the Company accepts the Customer's order.
- 4.6 The price for the Goods is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Company upon receipt of a VAT invoice in respect thereof.

5 PAYMENT

- 5.1 Subject to any special terms agreed in writing between the Customer and the Company, the Company may invoice the Customer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Customer or unless the Customer wrongfully fails to take delivery of the Goods in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods or Goods are withheld from delivery for what ever reason in which case the Company may invoice the Customer at any time from the date of the agreed delivery date.
- 5.2 The Customer shall pay the price of the Goods within 30 days of the date of the Company's invoice, and the Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place for whatever reason including the circumstances specified in clause 5.3.1 and the property in the Goods has not passed to the Customer. 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 Customer fails to make any payment on the due date then, without limiting any other right or remedy available to the Company, the Company may:
 - 5.3.1 cancel the Contract or suspend any further deliveries to the Customer;
 - 5.3.2 appropriate any payment made by the Customer to such of the Goods (or the Goods supplied under any other Contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer);

- 5.3.3 charge the Customer interest on any sums not paid when due at the rate of 8% above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from the time such sums become payable as well after judgment as before.
- 5.3.4 The Company may request that the Customer obtains a bond or irrevocable letter of credit to provide guarantee of payment for the Goods.
- 5.4 For new Customers the Company reserves the right to request payment by Pro-forma invoice for the first order and subject to credit approval will open a credit account for future orders. If a Customer with a credit account does not transact with the Company within a twelve month period then the Customer will revert to pro-forma invoice.
- 5.5 The Customer will pay all taxes applicable to any transaction and will also pay all applicable customs, excise, import and other duties and provide necessary import licences and extensions.
- 5.6 The Company will not accept any back charges from the Customer unless they have been approved by a Director of the Company.

6 WARRANTIES AND LIABILITY

- 6.1 Subject to the following provisions the Company warrants that the Goods will correspond with the Specification at the time of delivery and will be free from defects in material and workmanship for a period of twelve months from the date of delivery.
- 6.2 The above warranty is given by the Company strictly subject to the following conditions:
 - 6.2.1 the Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;
 - 6.2.2 the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions both in application and environment, incorrect fitment, failure to follow the Company's instructions (whether oral or in writing), incorrect or inappropriate storage, misuse or alteration or repair of the Goods without the Company's prior written approval;
 - 6.2.3 the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
 - 6.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
- 6.3 Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 6.4 A claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with their Specification shall (whether or not delivery is refused by

the Customer) be notified to the Company within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within thirty days after the date on which discovery of the defect or failure ought reasonably have been apparent to the Customer. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

- 6.5 A claim by the Customer which is based on any discrepancy of the delivered quantity must be notified to the Company within two working days from the date of delivery.
- 6.6 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet Specification is notified to the Company in accordance with these Terms, the Company may replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price), in which case the Company shall have no further liability to the Customer.]
- 6.7 Any claim made by the Customer must be made in writing and clearly state the reasons for the claim and be supported with proof that the goods in question were supplied by the Company.
- 6.8 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.
- 6.9 In the event of shortages, unavailability of or significant increases in the price of commodities, materials or components used by the Company in the manufacture of Goods, the delivery lead time shall be extended and the prices increased accordingly.
- 6.10 The Company shall not be liable to the Customer 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 Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
 - 6.10.1 Act of God, explosion, flood, tempest, fire or accident;
 - 6.10.2 war or threat of war, terrorism, sabotage, insurrection, civil disturbance or requisition;
 - 6.10.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 6.10.4 import or export regulations or embargoes, clearance at Customs;

- 6.10.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- 6.10.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 6.10.7 Non-supply, interruption, rationing of power or breakdown in machinery.

7 PASSING OF PROPERTY AND INSURANCE RISK

- 7.1 Goods supplied by the Company shall be at the Customer's risk immediately from the time of delivery of the Goods at the Customer's premises (or when the Company informs the Customer that they are available for collection by the Customer), and the Customer should therefore be insured accordingly.
- 7.2 Notwithstanding that risk in the Goods shall pass to the Customer in accordance with clause 8.1, title to Goods sold pursuant to a Contract (whether they remain separate and identifiable or not, or whether they are incorporated in or are mixed with other goods belonging to the Company, the Customer or a third party) shall remain with the Company until payment in full has been received by the Company:
 - 7.2.1 for those Goods;
 - 7.2.2 for any other Goods supplied by the Company;
 - 7.2.3 of any other monies due from the Customer to the Company on any account and for any reason.
- 7.3 Until title to the Goods passes to the Customer, the Customer shall keep the Goods separately and readily identifiable as the property of the Company; not attach the Goods to real property without the Company's consent; not sell the Goods to a third party (whether as part of another product or alone).
- 7.4 Notwithstanding clause 8.3, any resale by the Customer in which property has not passed to the Customer shall be a sale by the Customer as bailee of the Company (as between the Company and the Customer only) and subject to the following provisions:-
 - 7.4.1 The Customer owes to the Company the normal fiduciary obligations of a bailee by way of custody in respect of the Goods;
 - 7.4.2 In so far as the Customer shall, or shall purport to, offer for sale and sell the Goods it shall do so only at the best obtainable price in the ordinary course of its business as principal and not as agent for the Company;
 - 7.4.3 The Company shall, by reason of the said relationship of bailment between the Customer (as bailee) and itself (as bailor), be and remain legally and beneficially entitled to the proceeds of sale and the Customer shall pay such proceeds of sale into a separate account or, otherwise, shall ensure that all the proceeds of sale are kept by or on behalf of the Customer in a separate and identifiable form;
 - 7.4.4 The proceeds shall not be paid into an overdrawn bank account; and

7.4.5 Upon receipt of the proceeds of sale, the Customer shall forthwith discharge the debt due to the Company and shall not use or deal with the proceeds of sale in any other way whatsoever until such debt has been discharged in full.

7.5 The Customer's rights to possession of the Goods shall cease if it does anything or fails to do anything which would entitle an Administrator or Administrative Receiver to take possession of any of the assets in the possession of, or control of, the Customer or would entitle any person to present a petition for winding up against the Customer.

7.6 The Customer hereby grants the Company an irrevocable license to enter at any time any vehicles or premises owned or occupied by the Customer or in its possession for the purpose of repossessing and removing any such Goods the property in which it has remained in the Company under this clause 8. The Company shall not be responsible for and the Customer will indemnify the Company against liability in respect of damage caused to such vehicles or premises in such repossession and removal being damage it was not reasonably practicable to avoid when exercising its rights in accordance with this clause 8.

7.7 Notwithstanding clause 8.4, the Customer must ensure that if the Goods are to become affixed to any land or building they shall be capable of being removed without material injury to such land or building and to take all necessary steps to prevent title to the Goods from passing to the landlord (if any) of such land or building. The Customer warrants to repair and make good any damage caused by the affixation of the Goods to or their removal from any land or building and to indemnify the Company against all loss damage or liability it may incur or sustain as a result of such affixation or removal.

7.8 The Customer is licensed by the Company to process the Goods but in so doing confirms a bailment for processing relationship with the Company, the new product or products or any chattel created shall be separately stored and marked so as to be identifiable as the property of the Company as bailor.

7.9 A cheque given by the Customer to the Company in payment shall not be treated as a discharge until the same has been met on presentation.

8 CANCELLED & AMENDED ORDERS

8.1 No cancellation of an order shall be effective unless accepted by a director of the Company in writing and the Company reserves the right in any event to claim payment for all or any part of an order or Contract on a quantum merit basis in respect of all work done by the Company up to date of acceptance of such cancellation or reduction of order.

8.2 Amendments to the scope of supply initiated by the Customer or arising from circumstances beyond the Company's control will be subject to additional charges to the Customer.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 The Customer warrants to the Company that any instructions, plans, designs or specifications which it provides to the Company do not and will not (upon being utilised by the Company) cause the Company to infringe the Intellectual Property Rights of any third party whatsoever.

9.2 In the event of the Company being deemed to infringe the Intellectual Property Rights of any third party as a result of the manufacture or supply of Goods pursuant to a Specification then the Customer will fully and effectively indemnify the Company against all costs, claims and other liabilities arising therefrom.

9.3 To the extent that the Customer has any copyright or other Intellectual Property Rights in any drawings, designs or any other material forming part of the Specification, the Customer hereby grants to the Company a personal non-exclusive royalty free licence to use the same in the normal course of business for the purpose of performing the Contract.

10 MACHINING, PROCESSING OR EMBODIMENT OF CUSTOMER'S MATERIAL

10.1 Materials and/or goods sent by the Customer to the Company for whatever purpose shall be delivered to and collected from the Company's premises at the cost of the Customer but free of all charges and expenses to the Company. The Company's prices for machining, embodiment or processing do not include either packing, handling charges or the cost of freight in either direction. If the Company is required to meet any such expenses the Customer agrees to indemnify and keep indemnified the Company in respect of the full cost thereof. The Customer also agrees to pay the full cost of packing or packing cases which shall be added to each invoice.

10.2 Any materials that are surplus or removed from the materials and/or goods during the course of the operations set out in condition 11.1(including but not limited to any metal swarf) becomes the Company's property and is allowed for in the Company's quotation. This includes any materials that are free issued by the Customer.

10.3 Should any material and/or goods sent for machining or processing to the Company be spoiled or damaged or should the work carried out not conform to the specification requested by the Customer, in any manner and/or by whatever cause, the Company does not accept liability for the value of such material and/or goods or the cost of any prior operations performed thereon by a third party or for any consequential or other loss (as defined in clause 7.8 above). In such event the Company's sole liability shall be to re-execute, free of charge, the work which it has agreed to perform under the Contract upon replacement material and/or goods supplied by the Customer at its own cost.

10.4 Sub-paragraph 11.3 above applies also to finished material and/or Goods sent to the Company for fitting or other purposes.

10.5 Any goods or materials sent by the Customer to the Company for machining, processing or embodiment shall be reasonably soft, homogenous and suitable for rapid machining. Should any material and/or Goods be spoiled owing to hard places or defective/substandard material ("Substandard Material"), the Customer shall pay the Company for the agreed Contact Price (including any extra costs associated with extra time and expense spent by the Company in adapting such Substandard Materials and which extra cost shall have first been agreed with the Customer) even if such Goods are defective/ spoiled due to the Substandard Material used and/ or cannot be sold to any third party due to such defects and/ or cannot be used by the Customer directly or indirectly or the material is spoiled.

10.6 All loss and damage to the Substandard Material shall be at the sole risk of the Customer and the Company excludes all liability in connection with such loss or damage as a consequence of any machining, embodiment and processing it may undertake in connection with such Substandard Material including (but not limited to) all special, indirect or consequential liability.

10.7 In the event that the material is sub-standard then the Company hereby excludes all liability howsoever arising (including special, indirect or consequential liability) to the Customer in connection with the resale by the Customer of such Goods incorporating such substandard material and/ or the use of such Goods by the Customer.

- 10.8 Where such Goods incorporate the Substandard Material the Customer hereby indemnifies and shall keep the Company indemnified against all claims, proceedings, costs, damages, penalties, liability and expenses to which the Company may be rendered liable as a consequence of any third party action against the Company due to forming the Goods using such Substandard Material.
- 10.9 The Customer shall indemnify and keep the Company indemnified for the cost of any damages howsoever arising to cutters or other tools direct or indirectly caused thereby as a consequence of the machining, embodiment or processing of such Substandard Material.
- 10.10 The Company does not undertake to check or rectify the Customers materials and/or goods, and the Company liability for loss or damage after despatch shall be limited as provided in clause 8.
- 10.11 The Customer must ensure that all materials and goods that have previously been used in any process are free from contamination and as such provide appropriate certification. In the event that the Company or any third party received contaminated goods the Customer would become fully liable for any consequence and shall fully and effectively indemnify the Company for any loss claim or damage suffered as a result thereof. The Company's quoted lead time will not commence until full decontamination certification is received.
- 10.12 In the event of the Customer not being the owner of goods or materials sent for machining, processing, embodiment, fitting or other purposes as aforesaid, the Customer warrants to the Company:
- 10.12.1 that the Customer has informed the owner of the Contract and the terms thereof and in particular the Company's limitation on liability for loss of or damage to such goods or materials as set out above;
 - 10.12.2 that the Customer has, in any Contract which exists between it and the owner of such goods or materials or any other party, included terms whereby liability for loss of damage to the goods and/or materials is excluded on the same or similar terms as this Contract (including, without prejudice to the generality of the foregoing, terms which will effectively exclude the liability of the Company to the owner or any other party in respect of such loss or damage, howsoever arising); and
 - 10.12.3 that the Customer will indemnify the Company and keep it indemnified against any claim made by the owner or any other party against the Company in respect of any loss or damage to such goods or materials.
- 10.13 For the avoidance of doubt the obligations of the Company shall be limited as set out in these Conditions of Sale and shall be owed solely to the Customer and not any third party.

11 DETERMINATION OF CONTRACT

11.1 In the event that:-

- 11.1.1 the Customer shall make material default in or commit material or persistent breach of the Contract or any of his obligations to the Company which either cannot be remedied or is not remedied within 30 days after written demand by the Company; or

- 11.1.2 any distress or execution shall be levied upon the Customer's property or assets; or
- 11.1.3 the Customer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy; or
- 11.1.4 any petition or receiving order in bankruptcy or administration order shall be presented or made against the Customer; or
- 11.1.5 the Customer being a company, any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented; or
- 11.1.6 a receiver or administrator or administrative receiver of such company's undertaking, property or assets or any part thereof shall be appointed

then the Company shall have the right forthwith to determine any Contract then subsisting and upon written notice of such determination being posted to the company's last known address any subsisting Contract shall be deemed to have been determined without prejudice to any claim or right which the Company may otherwise make or exercise.

12 INDEMNITY

- 12.1 The Customer shall indemnify the Company against all claims, costs, damages, penalties, liability, costs and expenses to which the Company may be rendered liable as a result of work done in accordance with the Customer's specification and/or using any drawing, design or specification supplied by the Customer (including the infringement of any third party's Intellectual Property Rights).

13 DRAWINGS

- 13.1 Where the Company prepares drawings at the request of the Customer the Customer shall on request be required to approve the drawings in writing and until such approval has been received by the Company the Company shall be under no liability to the Customer and any time for delivery shall not be run.
- 13.2 If the goods are manufactured or any process is to be applied to the Goods by the Company in accordance with a specification or requirement submitted by the Customer and agreed by the Company the Customer shall indemnify the Company in respect of any claim against the Company directly attributable to or caused by any such specification or requirement.
- 13.3 Drawings prepared by the Company will only be issued to the Customer at the Company's discretion. The Customer must request written authorisation from the Company before passing drawings to a third party. The Company will not be liable to any claims brought about by a third party manufacturing parts to any Company drawing.

14 FORCE MAJEURE

- 14.1 Without prejudice to the generality of any of the foregoing conditions, the Company shall not be liable for any loss or damage caused by the non-performance or delay in the performance of any of its obligations hereunder if the same is occasioned by any cause whatsoever which is beyond the Company's control. Should any such event occur the Company may cancel or suspend this contract without incurring any liability for any loss or damage thereby occasioned.

15 **INSURANCE**

- 15.1 Whilst the Company will usually have insurance in place to cover Customer's goods and materials whilst in the Company's possession, it is the responsibility of the Customer to ensure that the levels of insurance in place are adequate for such goods and materials.

16 **LIEN**

- 16.1 The Company has a specific and general lien on all goods and materials from time to time delivered by the Customer and in the Company's possession for all monies due or accruing due from the Customer from time to time, which general lien shall extend to all sums outstanding due from the Customer to the Company under this or any other agreement from time to time and howsoever and whensoever arising.

17 **GENERAL**

- 17.1 The Company may sub-contract any order in whole or in part or store any Goods on premises other than its own premises.
- 17.2 Unless otherwise specified installation, accessories or spare parts are not included in any contract.
- 17.3 The Company will assume no liability for the proper operation of Goods supplied if they have not been installed and/or operated in accordance with their appropriate instructions.
- 17.4 The terms hereof shall apply notwithstanding that the Company may have sub-contracted any order wholly or in part.
- 17.5 A person who is not a party to a Contract to which these Conditions apply shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such a Contract.
- 17.6 The Company may assign or transfer the benefit of any Contract to which these Conditions apply without first obtaining the Customer's consent but the Customer shall not be entitled to do the same.
- 17.7 If at any time any one or more of the provisions in these Conditions becomes invalid, illegal, or unenforceable in any respect the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 17.8 If the Customer does not accept any of the above terms as reasonable it should raise the matter with the Company in writing prior to placing an order, with a view to negotiating a variation of these terms in writing.
- 17.9 If any term or provision in these Conditions of sale shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these Conditions of Sale but the validity and enforceability of the remainder these Conditions of Sale shall not be affected.
- 17.10 These Conditions and any Contract relating thereto between the Customer and the Company shall be subject to and construed in accordance with English Law and each party agrees to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under these Conditions.