

## CONDITIONS OF SALE

t: +44 (0) 1543 679900  
f: +44 (0) 1543 679901

### DEFINITIONS AND INTERPRETATION

In these Conditions the following words have the following meanings:

**"Company"** means Sykes-Pickavant Limited (Registered No.05621087 whose registered office is at Unit 4, Cannel Road, Burntwood Business Park, Burntwood, Staffs, WS7 3FU, UK;

**"Contract"** means any contract between the Company and the Customer for the sale of Goods and/or provision of Services, incorporating these Conditions;

**"Customer"** means the person(s), firm or company who purchases the Goods and/or Services from the Company;

**"Goods"** means any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them);

**"Replaced Goods"** means any Customer owned Goods that are intended to be replaced by the Goods supplied by the Company;

**"Services"** means any Services agreed in the Contract to be provided to the Customer by the Company;

### FORMATION OF CONTRACT

- 1.1 Subject to any variation under Condition 2.2 all Orders and quotations will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever).
- 1.2 Any variation to these Conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing and executed by the Company.
- 1.3 Each order for Goods or Services by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods or Services subject to these Conditions.
- 1.4 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company commences manufacture of the Goods, their appropriation to the Customer's order or despatch of the Goods to the Customer. Any order shall be accepted entirely at the discretion of the Company.
- 1.5 It is the Customer's obligation to ensure that the terms of its order and any applicable specification are complete and accurate.
- 1.6 Any quotation or estimate made by the Company is given subject to these Conditions. Without prejudice to the Company's right not to accept an order, quotations will be valid for 30 days from the date of issue.
- 1.7 If any statement or representation has been made to the Customer by the Company its servants or agents upon which the Customer relies other than in the documents enclosed with the Company's quotation or 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.
- 1.8 If an Order is not placed the Customer is liable to reimburse any expenses incurred by the Company at the Customer's request.

### PRICES

- 2.1 All prices are unless otherwise stated quoted or set out in the Company's current price list as the case may be net exclusive of VAT. The Company reserves the right prior to acceptance of any offer to withdraw or amend its price lists without notice from time to time.
- 2.2 Unless otherwise agreed in writing, carriage will be paid by the Company on all Orders in excess of the carriage-paid limit as set out in its then current price list from time to time for dispatch to points within the United Kingdom by the Company's ordinary mode of conveyance save that on Orders for dispatch to parts of the United Kingdom separated from the mainland by sea (including without limitation Northern Ireland, The Channel Islands and the Scottish Islands), carriage will be paid to the nearest mainland port. All Orders over the carriage-paid limit as set out in its then current price list from time to time for dispatch to points outside the United Kingdom are inclusive of packing cases, delivery costs, FOB United Kingdom port. Carriage costs will be charged extra to the price for Goods where the value of the Order is less than the amounts referred to in the then current price list. Incoterms 2000 or Incoterms then current as at the date of the Order shall apply to all export Orders.
- 2.3 Where at the Customer's request, Orders are forwarded by any conveyance involving a higher carriage charge than would be incurred by use of the Company's usual mode of conveyance then the additional charge will be debited to the Customer. This includes Next Day and Emergency delivery deliveries where the cost of carriage will be charged to the Customer.
- 2.4 The Customer shall be liable to the Company for any demurrage costs incurred in the event of vehicles being unduly delayed at the Customer's premises when delivering.

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- 2.5 The Company reserves the right to vary the price if the cost of labour, material or other services varies from that at the Contract date and in any event Orders will be invoiced at the price ruling at the date of dispatch.
- 2.6 In the event of any alteration being requested by the Customer and agreed to by the Company in design or specification the Company shall be entitled to make an adjustment of the Contract price corresponding to such alteration.
- 2.7 The Company reserves the right to vary Orders to the extent necessary to conform to the standard units of pack as detailed in its then current price list.
- 2.8 Quotations issued in a currency other than sterling may, unless otherwise agreed in writing, be subject to amendment in the event of fluctuation in the applicable exchange rate prior to the date of invoice.

**PAYMENT**

- 3.1 Unless otherwise agreed by the Company in writing the terms of payment shall be net cash monthly account due and payable on the last day of the month following the month in which, in the case of United Kingdom Orders, the Goods were despatched or would have been despatched save for postponement otherwise than due to default on the part of the Company or, in the case of export Orders the shipping documents are despatched from the Company's premises. Payments in respect of export Orders are payable on the due date in the currency stated in the invoice in accordance with the method of payment stipulated by the Company.
- 3.2 The Company shall be entitled to submit its invoice with its delivery advice note or at any time thereafter save that where delivery has been postponed at the request of or by the 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 as aforesaid.
- 3.3 Where Goods are delivered by installments the Company may invoice each installment separately and the Customer shall pay such invoices in accordance with these Conditions.
- 3.4 No disputes arising under the Contract nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the Customer.
- 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 to suspend all further deliveries on any Contract or Contracts between the Company and the Customer without notice and to charge interest on any amount outstanding at the rate 8 % per annum above the Base Rate of National Westminster Bank in force at the time when payment was due.

**DELIVERY**

- 4.1 Delivery terms quoted are subject to confirmation after receipt of Order together with specifications and/or fully dimensional working drawings if applicable.
- 4.2 Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the Order for failure for any cause to meet any delivery time stated.
- 4.3 Alterations by the Customer in design specifications or quantities required may result in delay in delivery.
- 4.4 Unless otherwise agreed in writing delivery shall be made at the Customer's UK premises except where the Goods are sold FOB in which case delivery shall be made at the carrying vessel at the appropriate United Kingdom port.
- 4.5 Failure by the Customer to take delivery of or to make payment in respect of any one or more installments of Goods delivered hereunder shall entitle the Company to treat the whole Contract as repudiated by the Customer.
- 4.6 Where a period is named for delivery and such period is not extended by consent in writing from the Company the Customer shall take delivery within that period.
- 4.7 If the Company does consent in writing to the Customer's request for postponement of delivery or where delivery is postponed otherwise than due to default by the Company the Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and payment for the Goods shall be made in accordance with these Conditions.
- 4.8 Any packaging supplied by the Company unless otherwise expressly agreed is intended to provide adequate protection throughout normal conditions of transit of usual duration.
- 4.9 The Company will not be liable for unloading of Goods or placing in position on site except by prior agreement in writing.
- 4.10 The Customer shall in the case of Orders for shipment overseas to the Customer's place of business be solely responsible for obtaining all necessary import authorizations, the payment of any applicable import taxes, imposts or duties, and the Company shall be under no obligation to give to the Customer the notice specified in Section 32(3) of the Sale of Goods Act 1979 (or any re-enactment thereof).

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5. Unless otherwise agreed in writing cases and other packing materials when charged for will be credited if returned to the Company's works within two months of the date of invoice, carriage paid and in good condition.

**RISK AND TITLE**

- 6.1 Risk shall pass to the Customer so that the Customer is responsible for all loss damage or deterioration to the Goods:-
- 6.1.1 If the Company delivers the Goods by its own transport or in accordance with a specific contractual obligation arranges transport for the goods, at the time in the case of a United Kingdom Order when the goods or a relevant part thereof arrive at the place of delivery or in the case of an export Order when the goods or a relevant part thereof arrive at the appropriate United Kingdom port or other place of despatch, or
- 6.1.2 In all other circumstances at the time when the Goods or a consignment or other part thereof leave the premises of the Company.
- 6.2 Title to the Goods shall only pass to the Customer upon the happening of any one of the following events:
- 6.2.1 The Customer has paid to the Company all sums due and payable by it to the Company under this Contract and all other Contracts made at any time between the Company and the Customer, or
- 6.2.2 When the Company serves on the Customer notice in writing specifying that title in the Goods or such part thereof has passed.
- 6.3 The Company may recover Goods in respect of which title has not passed to the Customer at any time and the Customer hereby licenses the Company, its officers, employees and agents to enter upon any premises of the Customer for the purpose of either satisfying itself that Condition 6.4 below is being complied with by the Customer or of recovering any Goods in respect of which property has not passed to the Customer.
- 6.4 Until title to the Goods has passed to the Customer pursuant to the terms hereof it shall possess the Goods as a bailee of the Company on the terms of this Contract. If the Company so requires the Customer shall store the Goods separately from other goods and shall ensure that they are clearly identifiable as belonging to the Company.
- 6.5 Without prejudice to the foregoing sub-conditions and in the event that the Customer shall in the course of its business dispose of the Goods to a customer being a bona fide purchaser without notice of the Company's rights then the Customer shall have a fiduciary duty to the Company to account to the Company for the proceeds (which shall be kept separate and identifiable from the Customer's own monies) but may retain there from an excess of such proceeds over the amount outstanding under this or any other prior Contract between them.

**CANCELLATION/RETURN OF GOODS**

- 7.1 Cancellation will only be agreed to by the Company on 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.
- 7.2 The Company may at its sole discretion accept the return of any Goods ordered by, but subsequently found to be surplus to the requirements of the Customer. However the Customer is notified that the Company will only consider the return of Goods in the following circumstances:-
- 7.2.1 The Customer must send to the Company a detailed schedule of the Goods which he wishes to return.
- 7.2.2 Prior written consent to return must have been given by the Company.
- 7.2.3 The Goods must be unused and in the same condition as originally delivered by the Company to the Customer.
- 7.2.4 The Customer must bear all costs of return and must accept all risk in respect thereof, and
- 7.2.5 The Goods to be of a type contained in the Company's current sales literature and not a discontinued line. Where the above requirements have been complied with the Company will credit the account of the Customer with an amount equal to the price or corresponding Goods of the Company in the price list of the Company ruling immediately prior to the price list current at the date of return of the Goods less a handling charge of 15%. If refurbishing is required, the Company if it accepts the Goods for return, will make a further deduction in respect of the refurbishing costs.
- 7.3 Goods returned without the Company's consent will not be accepted for credit.

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- 8.1 Unless otherwise agreed in writing, Goods will be made within the Company's published manufacturing limits. If special limits are required the Customer may be required to supply appropriate gauges.
- 8.2 All weights and dimensions quoted are subject to recognised tolerances.

**LOSS, SHORTAGES AND DEFECTS APPARENT ON INSPECTION**

- 9.1 The Customer shall have no claim for loss, shortages or defects apparent on visual inspection unless:-
- 9.1.1 The Customer Inspects the Goods on the first working day following their arrival at its premises or other agreed destination, and
- 9.1.2 A written complaint specifying the loss, shortage or defect (otherwise than by a qualified signature on a delivery note) is made to the Company within three days of delivery in the event of partial loss, damage, or non-delivery of any separate part of a consignment, or within fourteen days of the notified date of despatch in the event of non-delivery of a whole consignment or, in either event, within such shorter period as the carrier's conditions (if applicable) require, and
- 9.1.3 The Company is given an opportunity to inspect the Goods and investigate any complaint before any use of or alteration to or interference with the Goods.
- 9.2 If a complaint is not made to the Company as herein provided then the Goods shall be deemed to be in all respects in accordance with the Contract and the Customer shall be bound to pay for the same accordingly.
- 9.3 Defects in quality of dimension in any installment delivery shall not be a ground for cancellation of the remainder of the Order.
- 9.4 Whether or not the Company arranges delivery the Company is in no way responsible for delivery of the Goods and is in no way liable for claims for loss or damage in transit which must be made by the Customer against the carrier in accordance with the carrier's conditions

**DEFECTS NOT APPARENT ON INSPECTION**

- 10.1 The Customer shall have no claim in respect of defects not apparent on the visual inspection at the time of delivery envisaged by these Conditions unless:
- 10.1.1 A written complaint is sent to the Company as soon as reasonably practicable after the defect is discovered and no use is made of the Goods thereafter and no alteration made thereto or interference made therewith before the Company is given an opportunity to inspect the Goods in accordance with this Condition and
- 10.1.2 In the case of an item not manufactured by the Company the complaint is sent within the guarantee period specified by the manufacturer of such item.
- 10.2 The Customer shall not be entitled to any claim to set off in respect of any repairs or alterations undertaken by the Customer without the prior specific written consent of the Company nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse.
- 10.3 The Company shall not be liable for loss or damage suffered by reason of use of the Goods after the Customer becomes aware of a defect or after circumstances which should reasonably have indicated to the Customer the existence of a defect.
- 10.4 The Company may within 15 days of receiving such a written complaint (or 28 days where the Goods are situated outside the United Kingdom) inspect the Goods and the Customer if so required by the Company shall take all steps necessary to enable the Company to do so.

**WARRANTY OF QUALITY OF GOODS AND SERVICES**

- 11.1 If the Customer establishes to the Company's reasonable satisfaction that there is a defect in the materials or workmanship of the Goods manufactured or there is some other failure by the Company in relation to the conformity of the Goods with the Contract or the Services have not been performed with reasonable care and skill, then the Company shall at its option, at its sole discretion and within a reasonable time;
- (a) Repay or make good such defect or failure in such Goods free of charge to the Customer (including all costs of transportation of any Goods or materials to and from the Customer for that purpose); OR
- (b) Replace such Goods with Goods which are in all respects in accordance with the Contract or re-perform such Services; subject, in every case, to the remaining provisions of this Condition 11 provided that the liability of the Company under this Condition 11 shall in no even exceed the purchase price of such Goods or Services and performance of any one of the above options shall constitute a entire discharge of the Company's liability under this warranty.

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- 11.2 Condition 11.1 shall not apply unless the Customer:
- (a) Notifies the Company in writing of the alleged defect within 7 days of the time when the Customer discovers or ought to have discovered the defect and in any event within 12 months of the delivery of the Goods or 3 months of performance of Services to the Customer or such other periods as agreed by the Company in writing; and
  - (b) Affords the Company a reasonable opportunity to inspect the relevant Goods or the location at which the Services were performed and, if so requested by the Company and where it is reasonable to do so, promptly returns to the Company or such other person nominated by the Company a sample of the Goods or materials relating to the Services within 14 days, carriage paid by the Customer, for inspection, examination and testing and/or otherwise permit the Company to have access to the Goods or such materials at the Customer's premises or other location where they may be or the Services were performed for such purposes.
- 11.3 If the Company elects to replace the Goods or re-perform the Services pursuant to Condition 11.1, the Company shall deliver the replacement Goods to or re-perform the Services for the Customer at the Company's own expense at the address to which the defective Goods were delivered and the legal, equitable and beneficial title to the defective Goods which are being replaced shall (if it has vested in the Customer) re-vest in the Company and the Customer shall make any arrangements as may be necessary to delivery up to the Company the defective Goods which are being replaced or materials relating to the previously performed Services.
- 11.4 The Company shall be under no liability under the warranty at Condition 11.1 above:
- (a) In respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;
  - (b) If the total price for the Goods or Services has not been paid by the due date for payment;
  - (c) For any Goods manufactured or appropriated to the Contract in accordance with any design, specification, instruction or recommendation made to the Company by the Customer or for any Services provided in accordance with specifications, instructions or recommendation issued by the Customer;
  - (d) In respect of any type of defect, damage or wear specifically excluded by the Company by notice in writing; or
  - (e) If the Customer makes any further use of the Goods after giving notice in accordance with Clause 11.2.
- 11.5 The warranties set out in this document are the only warranties which shall be given by the Company and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.6 In the case of Goods not manufactured by the Company the Company gives no assurance or guarantee what-so ever 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 The statutory Implied terms contained in the Sale of Goods Act 1979 (as amended by statute from time to time) shall in respect of Goods not manufactured by the Company be excluded to the fullest extent permitted by law and subject thereto the only obligation accepted by the Company will be to pass on to the Customer by way of assignment or transfer (if and to the extent possible) the benefit of any manufacturer's guarantee or warranty.
- 11.7 The Company does not manufacture certain proprietary items (which shall mean items sold under brand names and described as proprietary items by the Company in its current trade catalogue) and the Company's liability in respect of such proprietary items shall be limited in any event to the liability of the supplier to the Company of such items. Further In respect of such proprietary items the Company relies upon the testing examination and research carried out by the supplier for the purpose of the Health & Safety at Work etc Act 1974.

**EXCLUSION AND LIMITATION OF Liability**

- 12.1 The following provision set out the entire liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) Any breach of these Conditions or the Contract; and
  - (b) Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 12.2 Nothing in these Conditions excludes or limit the liability for the Company for death or personal injury caused by the Company's negligence, or for fraudulent misrepresentation.
- 12.3 The Company's total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to £500,000 in respect of which the Customer suffered or incurred such loss or damage.

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- 12.4 The Company shall not be liable to the Customer for any loss or profit or other economic loss (direct or indirect), indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (however caused) or loss or damage (contractual, tortious, breach of statutory duty or otherwise) which arises out of or in connection with the Contract, or for any liability incurred by the Customer to any other person for any economic loss, claim for damages or awards howsoever arising from the Goods, Services or otherwise.
- 12.5 The price of the Goods and/or Services has been calculated on the basis that the Company will exclude or limit its liability as set out in the Contract and the Customer by placing an order agrees and warrants that the Customer shall insure against or bear itself any loss for which the Company has excluded or limited its liability in the Contract and the Company shall have no further liability to the Customer.

**CONFIDENTIAL INFORMATION AND INDUSTRIAL PROPERTY RIGHTS**

- 13.1 All photographs drawings documents confidential records computer software and other information supplied by the Company are supplied on the express understanding that they are confidential and that the Customer will not without the written consent of the Company either give away, loan, exhibit or sell any such drawings, documents, records software or other Information or extracts there from or copies thereof or use them in any way except in connection with the Goods in respect of which they are issued.
- 13.2 Any Intellectual Property rights (including, without limitation, copyright, patents, registered and unregistered designs, trade marks and service marks) registered or not (and copyright and any applications for them) created by the Company In the course of the performance of the Contract or otherwise in the manufacture of the Goods or the provision of the Services shall remain the Company's property. Nothing in the Contract shall be deemed to have given the Customer a license or any other rights to use any of the intellectual Property rights of the Company.
- 13.3 All claims for alleged Infringement in respect of patents, trade marks, registered designs or copyright received by the Customer must be notified immediately to the Company so that the Company can be kept fully informed of the conduct of such claims.

**CUSTOMER'S DRAWINGS**

- 14.1 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 by the Customer's agents, servants, consultants or advisers are accurate correct and suitable. Examination or consideration by the Company of such drawings information advice or recommendations shall in no way limit the Customer's responsibility hereunder unless the Company specifically agrees in writing to accept responsibility.
- 14..2 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 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 or design copyright or other exclusive right.

**ENTIRE AGREEMENT**

15. The Contract sets out the entire agreement and understanding between the Customer and the Company in connection with its subject matter. The Customer irrevocably and unconditionally waives any right it may have to rescind this Agreement because of breach of any warranty not contained in this Agreement, on any misrepresentation whether or not contained in this Agreement, unless such misrepresentation was made fraudulently.

**INSOLVENCY**

16. 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 its 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 a voluntary winding up for the purposes of reconstruction or amalgamation) or if a Receiver or Manager is appointed of all or any part of its assets or undertaking (or in the case of the Customer residing or operating overseas any of the above events or events similar thereto arising under the laws to which the Customer is subject) the Company shall be entitled to cancel the Contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the Company.

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17. The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods or Services ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business and its obligations under the Contract due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce or the workforce of any third party supplier), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event of force majeure continues for a continuous period in excess of 3 months, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

**TOOLS**

18. Special tools and jigs made specially and charged in part to the Customer remain the sole property of the Company which reserves the right to use such tools and jigs or dispose of them after completion of the Contract unless otherwise agreed.

**CONSUMER PROTECTION ACT 1987 ("the Act")**

- 19.1 In circumstances where the Company supplies parts or products to the Customer for incorporation with, or use ancillary to, any composite products to be produced, manufactured, processed or supplied by the Customer then;
- 19.1.1 The Customer shall forthwith on demand produce for inspection by the Company copies of all written instructions, information and warnings to be supplied by the Customer in relation to the said composite products provided nevertheless that such inspection or right to inspect shall not of itself constitute acceptance or approval on the part of the Company of such Instructions, information or warnings, and
- 19.1.2 The Customer shall indemnify, reimburse and compensate the Company for all losses and damages (including costs, expenses and charges for legal actions in which the Company may be involved) that the Company may incur in the event that any claim or claims are made against the Company pursuant to the Act relating to the said composite products of the Customer or products in circumstances in which the part or product supplied by the Company was either (i) not the defective part of the said composite product or (ii) was only rendered the defective part or became a defective product by reason of actions or omissions of the Customer, or (iii) was only rendered the defective part or became a defective product by reason of instructions or warnings given by the Customer or other supplier of the said composite product or products, or (iv) was manufactured in accordance with the Customer's drawings and specification.
- 19.1.3 For the purposes of this condition only the word "defective" shall be interpreted in accordance with the definition of "defect" contained in Part 1 of the Act.
- 19.2 The Customer hereby acknowledges that it is under a duty to pass on to its customers (where appropriate) all instructions, information and warnings supplied to it by the Company with the Goods.

**INSPECTION**

- 20.1 The Company may agree at its sole discretion to make available at the Customer's request and at the Customer's expense the services of a demonstrator in connection with the Goods supplied but such services are made available without liability for any loss or damage claimed to have arisen by reason of any faulty demonstration or advice and the Company's sole responsibility shall be to replace any damaged or defective goods as provided by clause 11 hereof.
- 20.2 Goods supplied by the Company (except proprietary items as defined earlier) are carefully inspected and where practicable submitted to standard tests. If special tests or inspections are required by the Customer these will be charged extra. The Company shall give to the Customer not less than seven days notice of any special tests required to be performed by the Customer and shall permit the Customer to be present thereat; in the event of the absence of the Customer for any reason at the time of such test he shall be deemed to have assented there-to and to have accepted the results thereof.
- 20.3 It is the Customer's sole responsibility to ensure that Goods are used or operated in accordance with any safety guidelines issued by the Company as revised from time to time and the Company disclaims any further duty of care which may be owed to the Customer.

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- 21.1 If any work including attendance is undertaken by the Company on the Customer's premises in connection with an Order then the Customer shall indemnify the Company in respect of all claims or proceedings taken against the Company by any third party including but not limited to the Company's employees, the Customer's employees, or the employees of any Contractor employed by the Customer or the personal representatives or dependents of such employee or other third party in respect of personal injury or damage to property (including damage as a result of fire or explosion) caused by or arising out of work in any manner whatsoever.
- 21.2 Where the Company is to perform Services at the Customer's premises, the Customer shall procure safe access to the premises and the provision of adequate power, lighting, heating and other such facilities or supplies for the Company's employees or agents in accordance with the demands of any applicable legislation and as the Company shall reasonably require.
- 21.3 The Services will be deemed to be completed and the relevant element of the Contract price to be due and payable forthwith:
- (a) When the Company issues a written notice to the Customer confirming such completion; or
  - (b) If the Company is available to perform the Services but is prevented from doing so by reason of:
    - (i) The lack of relevant assistance from the Customer (such as lack of availability of test components or parts from the Customer); and/or
    - (ii) The condition of the Customer premises on the site at which the Services are to be provided and/or the facilities at or the services available therein at the time agreed for the provision of the Services.

**WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT REGULATIONS 2006 (the "Regulations")**

- 22.1 The Customer shall be responsible for the costs of collection, treatment, recovery and environmentally sound disposal of the Goods and Replaced Goods in accordance with the Regulations.
- 22.2 The Customer shall not dispose of the Goods or the Replaced Goods other than in accordance with the regulations.
- 22.3 The Customer agrees to indemnify and keep indemnified the Company from and against any and all loss, damage or liability (whether criminal or civil) suffered and any legal fees and incurred by the Company resulting from a breach of this clause.

**THIRD PARTY RIGHTS**

23. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. No person who is not a party to the Contract (including without limitation any employee, officer, agent, representative or sub contractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Company and the Customer.

**LEGAL**

24. The Contract shall be governed and interpreted exclusively according to the Law of England and shall be subject to the non-exclusive jurisdiction of the English Courts only save in respect of any injunctive relief which the Company may claim in the Courts of the Country where the Customer is resident or operates. In the case of any Order for the export of Goods overseas the Schedule to the Uniform Law on International Sales Act 1967 shall not in any circumstances apply to the Contract and neither shall the limits imposed by the Unfair Contract Terms Act 1977 on the extent to which liability can be excluded. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods 1980 shall not apply to this Agreement.