

## **Crompton Components Limited trading as Crompton Controls**

### **TERMS AND CONDITIONS OF PURCHASE**

All transactions are based upon and subject to the terms and conditions set out below: -

#### **1. Definitions**

1.1 In these conditions the following meanings apply:

- 1.1.1 "Conditions" the standard terms and conditions of purchase set out in this document.
- 1.1.2 "Contract" the contract for the sale and purchase of Goods or the supply of Services incorporating these Conditions and any Special Conditions.
- 1.1.3 "Goods" the goods specified on a Purchase Order.
- 1.1.4 "Buyer" the company or business segment thereof as named on the Purchase Order.
- 1.1.5 "Purchase Order" the document setting out the Buyer's requirements for Goods.
- 1.1.6 "Services" the services to be provided as specified on the Purchase Order including any materials, articles or goods to be supplied in connection therewith.
- 1.1.7 "Special Conditions" additional terms and conditions that the Buyer may specify in relation to any particular Purchase Order.
- 1.1.8 "Seller" the Seller or contractor as named on the Purchase Order.
- 1.1.9 "Writing" means letter, email, cable, facsimile transmission and comparable means of communication.

#### **2. Scope of Conditions**

- 2.1 These Conditions shall operate as a framework under which the Buyer may place orders on the Seller and shall apply to all Contracts for the purchase of the Goods or Services by the Buyer from the Seller to the exclusion of all other express or implied terms and conditions (except those in favour of the Buyer which are not inconsistent with the Conditions) including any terms or conditions which the Seller may purport to apply notwithstanding the same being endorsed upon, delivered with or referred to in any quotation or other document delivered or sent by the Seller to the Buyer.
- 2.2 A Purchase Order shall constitute an offer by the Buyer to purchase the Goods and / or acquire the Services subject to the Conditions and any Special Conditions.
- 2.3 Despatch or delivery of the Goods or commencement of the Services by the Seller to the Buyer shall be deemed conclusive evidence of the Seller's acceptance of these Conditions.
- 2.4 Incoterms 2010 shall apply to Contracts with non-UK resident Sellers.

#### **3. Prevalence of Conditions**

- 3.1 These Conditions and any Special Conditions can only be varied with the written agreement of an authorised representative of the Buyer. No person has the capacity to commit the Buyer to any verbal contract. Such commitments will only be binding on the Buyer when confirmed by a formal Purchase Order.

#### **4. The Price**

- 4.1 The price of the Goods or Services shall be as stated on the Purchase Order and, unless otherwise expressly agreed in writing by the Buyer shall be:
- 4.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of any appropriate VAT invoice); and
- 4.1.2 a fixed price inclusive of all charges for disposable packing, costs associated with returnable packing and / or containers, carriage, delivery, insurance and all other charges.
- 4.2 Where off-loading is required, the price shall include the Seller providing any special equipment to ensure delivery to the place directed by the Buyer.
- 4.3 The price shall include the provision by the Seller of all equipment, materials, consumables and power necessary for the provision of Services unless otherwise specifically agreed in writing by the Buyer.
- 4.4 The Buyer may set off against the price (including any applicable VAT payable) any amounts due from the Seller whether under the applicable contract of sale or otherwise.

## **5. Specification**

- 5.1 The Goods shall conform in all respects with the provisions of the Contract and in particular with the specification, drawings, descriptions or samples contained or referred to in the Contract.
- 5.2 The Goods shall conform in all respects with any Standards specified in the Contract and where no Standard is specified with the relevant British Standards. The Goods shall conform in all respects with the requirement of any legislation current at the date of delivery.
- 5.3 The Buyer may at any time make changes in Writing relating to this Contract, including changes in the drawings and specifications, method of shipment, quantities, packing or time or place of delivery. If such changes result in an increase in the cost of, or time required for, the performance of the Contract, an equitable adjustment shall be made to the price, delivery date or both. Any claim or adjustment by the Seller must be approved by the Buyer in Writing before the Seller proceeds with such change.

## **6. Patents, Designs & IPR**

- 6.1 The Seller warrants that the sale or use of Goods supplied pursuant to this Contract will not infringe any Patent, Registered Design, Industrial Design, Design Right, Trade Mark or Trade Name or other protected right in any country and undertakes to indemnify the Buyer against all judgements, decrees, orders, damages, costs and expenses arising from actual or alleged infringements of the same.
- 6.2 All proprietary rights (including present and future intellectual property rights) in any Materials or inventions prepared or created by the Seller for use, or intended use, in relation to the performance of a Contract are hereby assigned to and shall vest in the Buyer absolutely. To this intent the Seller undertakes to do all such things and execute all such documents as are reasonably necessary to secure the vesting in the Buyer of such proprietary rights.

## **7. General Quality Requirements and Acceptance of Goods**

- 7.1 The Buyer may by notice in Writing to the Seller reject any Goods or Services that are not in accordance with the Contract and shall not be deemed to have accepted any Goods or Services until

the Buyer has had a reasonable opportunity to inspect them following delivery or performance or, if later, within a reasonable time after any latent defect in the Goods has become apparent. The Buyer may set off against any payment due to the Seller (whether under this Contract or otherwise) the Price of such Goods. Unless within a reasonable time of receipt of notice in Writing of rejection the Seller collects such Goods, the Buyer may dispose of them as the Buyer shall think fit (provided that if the Buyer sells such Goods the Buyer shall account to the Seller for

the net proceeds of such sale after deduction of all costs and expenses reasonably incurred in relation thereto).

- 7.2 All Goods and Services will be verified by the Seller's quality management systems to ensure they comply fully with the specification and requirements of the Purchase Order and any amendments thereto.
- 7.3 All Goods shall be of satisfactory quality (as that expression is defined in the Sale and Supply of Goods Act 1994 including all aspects of quality as listed in section 14(2) B of the said Act) and reasonably fit for any purpose expressly or implicitly made known to the Seller by the Buyer regardless of whether the Buyer relied on the skill and judgement of the Seller.
- 7.4 All Services will be carried out with reasonable care and skill and the Seller is deemed to have inspected the relevant premises before tendering so as to have understood the nature and extent of the Services to be carried out and satisfied itself in relation to all matters connected with the Services and premises.

## **8. Inspection and Right of Access**

- 8.1 Prior to delivery to the Buyer the Seller shall adequately inspect and test the Goods and if the Buyer so requires the Seller shall furnish the Buyer with test certificates and certificates of conformity.
- 8.2 The Seller shall allow the Buyer, Customers of T&O, Authorised company representative, or any Regulatory authorities unrestricted access to any area of any premises where the Goods, documented information, or any part pertaining to T&O's purchase requirements are being manufactured or stored or where any of the Seller's Goods are being kept in order that the Buyer or its authorised representative may inspect test or inspect tests of the same or verify conformance of Goods with the specification requirements of the Buyer. The Buyer shall give not less than 48 hours' notice in writing of the visit.
- 8.3 The Seller shall afford the Buyer, Customers of T&O, Authorised company representative, or any Regulatory authorities such use of the Seller's equipment and employees as is reasonable in the circumstances in order to facilitate such inspection testing or verification. The Seller shall ensure that the terms of his subcontracts provide for the rights of the Buyer as stated in this clause.
- 8.4 No inspection or testing by the Buyer pursuant to this Clause shall imply any acceptance of the Goods by the Buyer or in any way relieve the Seller of its obligations and duties under this Contract or otherwise.
- 8.5 Crompton Controls must be notified of any changes in product and / or process, changes of Suppliers, changes of manufacturing facility location and where required obtain organisation approval.

## **9. Delivery & Rejection**

- 9.1 Unless otherwise notified by the Buyer, delivery of the Goods and performance of the Services shall be affected at the time or times specified by the Buyer in the Purchase Order and at the address of the Buyer specified in the Purchase Order. Time of delivery of the Goods or performance of the Services shall be of the essence of the Contract. If delivery or performance is not made when requested the Buyer shall have the right to cancel the Purchase Order without prejudice to its rights of action for breach of Contract or otherwise.
- 9.2 If the Goods are to be delivered, or the Services performed, by instalments, the Contract will be treated as a single contract and not severable.
- 9.3 When delivering the Goods or performing the Services at the Buyer's premises, and at any other time when the Seller is at the Buyer's premises, the Seller, its employees, agents and subcontractors shall comply with all safety and other regulations relating to such premises displayed at the premises or notified to the Seller from time to time.

All Goods must be accompanied by a delivery note stating the order number, full details of the consignment, date of despatch and the originator (which is always detailed on the first line of the Purchase Order). The Seller shall comply with the packing and marking instructions issued by the Buyer. On delivery, the delivery note must be presented to and signed by the Buyer's representative or the Buyer's nominated carrier.

- 9.5 All Goods must be properly and securely packed. All packing materials shall be supplied at the Seller's expense unless it is otherwise agreed in writing. All packaging materials are included in the Contract price and shall become the property of the Buyer. If the Buyer does not issue any specific packing instructions, the Seller must ensure that the Goods be properly packed to survive transit to destination and to resist pilferage, distortion, corrosion or contamination.
- 9.6 The Seller shall supply the Buyer with such programme of manufacture and delivery as the Buyer may reasonably require. The Seller shall give the Buyer notice if such programme is or is likely to be delayed and the Buyer shall have the right to require the Seller to take steps at the Seller's expense as may be required in order to deliver the Goods by the date for delivery.
- 9.7 If any of the Goods do not comply strictly with any terms of the Contract, the Buyer may reject them within a reasonable time after delivery and irrespective of whether such Goods have been accepted or paid for.
- 9.8 The Seller shall forthwith replace any such rejected Goods with Goods which conform to the Contract.
- 9.9 If the Seller does not replace the rejected Goods forthwith the Buyer shall have the right to purchase elsewhere replacement Goods of the same or similar description and without prejudice to any other rights which the Buyer may have against the Seller to recover from the Seller:
- 9.9.1 Any payments made in respect of the rejected Goods; and
  - 9.9.2 The difference between the price of the rejected Goods and the price of the replacement Goods.

## **10. Title and Risk**

- 10.1 Title to and risk in the Goods shall pass to the Buyer upon acceptance of the Goods by the Buyer.
- 10.2 Where any payment is made in advance by the Buyer the title, but not the risk in the Goods or in any materials purchased or allocated by the Seller for the purpose of this Contract shall immediately vest in the Buyer but not so as to prejudice the Buyer's right to reject the Goods.
- 10.3 In the event that the Buyer shall make payment for any Goods before they are delivered, the Seller shall keep such Goods separate and apart from all property of other persons and shall clearly mark the Goods being the property of the Buyer as named on the front of the associated Purchase Order. In such circumstances the Buyer is granted irrevocable authority to enter the Seller's premises to take the Goods at any time.

## **11. Free Issue Materials**

- 11.1 The Seller shall be responsible for and account for the risk, safety, proper use and, if appropriate, maintenance of free issue materials entrusted to it in connection with the Contract. Such materials shall be and remain the property of the Buyer, its customers and / or subcontractors.
- 11.2 The Seller shall use such materials solely for the purposes of the Contract and all surpluses shall be returned or disposed of only as directed by the Buyer. Waste of free issue materials arising from bad workmanship or loss whilst in the custody of the Seller shall be made good at the Seller's expense.

## **12. Payment**

- 12.1 Invoices shall be raised after the Goods have been supplied or after the Services have been completed and shall be sent to the address shown on the Purchase Order, unless otherwise stated.

Invoices shall be paid by the Buyer a minimum of sixty (60) days from the end of the month following that in which the Goods or Services have been received.

- 12.2 The Buyer shall be entitled to set off against sums due to the Seller all and any sums due from the Seller to the Buyer.
- 12.3 At the end of each month the Seller shall provide the Buyer with a statement of account embodying all invoices for Goods supplied during the month.

### **13 Non-Conforming Product**

13.1 The organisation must be notified of any nonconforming product and obtain organisation approval for its disposition.

13.2 All goods are subject to the Company's approval, and the Company reserves the right to reject any goods which are found to be faulty or not to its approved standard. The Supplier will be notified of such rejection, and the goods will thereafter be the Suppliers risk and responsibility.

13.3 The Supplier shall plan, implement, and control processes for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product(s) delivered to Crompton Controls.

13.2 Should the Supplier become aware of any potential non-conforming product / material which may have been supplied to Crompton Controls Ltd, it is the Supplier's responsibility to inform the Company of such detail as soon as possible.

### **14 Post Acceptance Defects**

14.1 Without prejudice to any other rights of the Buyer, if within twelve (12) months of putting the Goods into service or using the Services supplied, or within thirty (30) months of delivery of the Goods or completion of the Services, whichever is the longer, there shall appear in the Goods or Services any defect which has arisen under proper use from faulty materials, workmanship or design by the Seller or the Goods or Services shall be found to be other than in accordance with the Contract, the Buyer shall, notwithstanding that the Buyer may have accepted the Goods or Services, be entitled to require the Seller forthwith to replace the Goods or re-perform the Services which are defective, or at the Buyer's sole option, to carry out repairs and / or modifications to the defective Goods or Services so that they cease to be defective.

14.2 In all of the above cases, the Seller shall bear the full expense of return, redelivery and installation of the replacement Goods or re-performance of the Services and shall fully indemnify the Buyer in the terms of clause 15 hereof. Any replacement goods or re-performed services shall become the Goods or Services for the purposes of the Contract. Any Goods so replaced or repaired shall be subject to the same obligations for a further defects liability period of twelve (12) months from their re-delivery after repair or replacement.

14.3 Should the Seller fail to replace, repair or modify the Goods or install Goods or re-perform the Services as aforesaid the Buyer shall have the right without prejudice to any other rights of the Buyer, at the Seller's expense, to purchase such replacement Goods and Services elsewhere.

14.4 The Seller shall further be liable to the Buyer for all direct damages sustained by the Buyer arising out of said defects in the Goods up to the limit of liability stated in the Purchase Order or if no such limit is stated, the Contract price.

### **15 Buyers Drawings, Tools etc.**

15.1 Any specifications, instructions, plans, drawings, tools, models, patterns, samples, designs or other materials (collectively the "Materials") supplied by the Buyer to the Seller in connection with any Purchase Order shall remain the Buyer's property and (together with all copies of the same made by or for the Seller) shall be clearly marked by the Seller as being the Buyer's property. If so requested by the Buyer, the Seller shall return the Materials immediately after completion of the Purchase Order or termination of the Contract.

- 15.2 All Materials, gauges, dies, jigs, moulds and any other equipment or articles paid for by the Buyer shall be the Buyer's property and shall be maintained in good condition by the Seller at the Seller's expense and shall at its own cost insure them against all risks for their full replacement value. The said Materials, gauges, dies, jigs, moulds and other equipment or articles paid for by the Buyer shall be used exclusively for performance of the Contract.
- 15.3 The Seller shall, at its own expense, replace any Materials or other equipment or articles referred to in clause 14 if damaged, lost or destroyed whilst in the Seller's possession or control, irrespective of cause.
- 15.4 All Materials and any other information derived therefrom or supplied by the Buyer shall be regarded by the Seller as secret and confidential, and shall not be published or disclosed to any third party or made use of by the Seller except for the purpose of performing the Contract.

## **16 Guarantee and Indemnity**

- 16.1 Without prejudice to the Buyer's rights under any condition warranty or other term implied by statute or by Common Law or under any term of the Contract, the Seller will be liable to the Buyer for and indemnify and keep the Buyer indemnified against all claims, liabilities, loss or damage on a full indemnity basis;
- 16.1.1 caused by any defect in any Goods supplied by the Seller or by their not complying with the appropriate specification pursuant to the Purchase Order.
- 16.1.2 in the event of delays, defaults or non-deliveries arising other than as a result of negligence on the part of the Buyer, against any increase in: -
- 16.1.2.1 the cost of labour or material required to produce the Goods
- 16.1.2.2 the cost of transportation
- 16.1.2.3 the cost of any other item in connection with the Goods which would not have been incurred but for such delay, default or non-delivery
- 16.1.2.4 the costs and losses of profit incurred by the Buyer under contracts entered into by the Buyer the performance of which has been delayed or resulted in a claim or claims made on the Buyer by a customer of the Buyer or rendered Impossible by the Seller's breach of its obligations hereunder.
- 16.1.3 the costs arising directly or indirectly out of any breach by the Seller of this Contract.

Any sums expended by the Buyer so caused or arising shall be reimbursed to the Buyer by the Seller on demand.

- 16.2 In connection with any liability claim proceeding loss or damage under this Clause the Seller must provide all such facilities assistance or advice as requested by the Buyer for the purpose of contesting the same and further must, if so requested by the Buyer, accept as final and binding the decision of any Court (whether in the United Kingdom or anywhere else in the world) in relation to the same.
- 16.3 The Seller consents to the Buyer transferring any guarantee or similar rights given by the Seller to the Buyer in relation to the Goods supplied to any other person or company to whom the Buyer sells hires or disposes of such Goods to the intent that such guarantee or similar right may be enforced against the Seller not only by the Buyer but also by any person or company claiming through the Buyer.
- 16.4 The Seller shall maintain adequate insurance in relation to any possible claim for public / product liability damages. This figure is to a maximum of £5m in any one instance.

## **17 Warranties and Liabilities**

- 17.1 All representations, statements or warranties made or given by the Seller, its servants and agents whether orally in writing or in any of the Seller's brochures, catalogues and advertisements regarding the quality and fitness for purpose of the Goods or any of the Goods shall be deemed to be express conditions of the contract of sale.

- 17.2 The Seller shall ensure that all the Goods shall be manufactured, stored, tested and packed in accordance with all British Standards applicable to them and that all the Goods are of satisfactory quality and comply with specification.
- 17.3 The Seller shall permit the Buyer to inspect and test the Goods during their manufacture and processing.
- 17.4 If the Buyer is not reasonably satisfied that the Goods or their manufacture or processing comply in all material respects with the contract, the Seller without extra cost to the Buyer shall take all steps necessary to ensure due compliance.
- 17.5 Where any specifications or designs of the Goods or any of the Goods have been provided by the Buyer the copyright, design right or other intellectual property in them shall remain the property of the Buyer.

## **18 Care and Return of Buyer's Property**

- 18.1 All patterns, dyes, moulds and other tooling supplied by the Buyer to the Seller or prepared or obtained by the Seller for and at the cost of the Buyer shall be the property of the Buyer and shall be labelled / identified accordingly.
- 18.2 The Seller shall maintain all such items in good order and condition (fair wear and tear expected).
- 18.3 The Seller shall at its own cost return all such items to the Buyer upon demand in good order and condition.
- 18.4 Should the Seller fail to return the items, the Buyer may (without prejudice to any other rights it may have) withhold payment of monies due to the Seller to the value of the items until return of the items.
- 18.5 The Seller shall not use such items nor shall it permit any other person to use such items for or in connection with any purpose other than pursuant to this Contract unless authorised in Writing by the Buyer.

## **19 Cancellation and Right to Terminate**

- 19.1 If the Seller becomes insolvent or (if an individual) becomes the subject of bankruptcy proceedings or makes any arrangement with its creditors or becomes subject to an administration order or has a receiver appointed over any of its assets or property or winding up proceedings are issued against it (other than voluntarily for amalgamation or reconstruction) or an encumbrance takes possession of any of its assets or property of the Seller ceases or threatens to cease to carry on business or if the Buyer reasonably believes any of the above is about to happen then the Buyer may, without prejudice to any other rights it may have thereunder, terminate the Contract forthwith by written notice to the Seller or any other person in whom the Seller's affairs have become vested.
- 19.2 In addition to other rights within these Conditions, the Buyer may cancel the Purchase Order whether in whole or in part by written notice to the Seller at any time. In such cases the Buyer's sole liability to the Seller shall be to pay the relevant part of the Contract price to the Seller for all elements of the Goods supplied and Services performed as at the date of the notice to cancel together with the reasonable costs of the Seller in terminating its commitments properly and reasonably undertaken to third parties as at the date of the notice to cancel.
- 19.3 No payments will be due or made hereunder by the Buyer unless and until a properly documented and complete claim is submitted by the Seller and agreed by the Buyer.
- 19.4 The Buyer shall be entitled to terminate this Contract without liability and without prejudice to the Buyer's other rights in any of the following circumstances: -

- 19.4.1 the Seller fails to deliver the Goods on the Delivery Date time being of the essence;
- 19.4.2 the Seller in the sole opinion of the Buyer comes under the ownership or control of a competitor of the Buyer;
- 19.4.3 any breach of the Seller of a term of the Conditions of the Contract.

## **20 Force Majeure**

- 20.1 The Seller must use its best endeavours to carry out and complete the Contract in line with the Purchase Order requirements but the Seller shall be relieved of its obligations while it is unable to carry out or complete the Contract because of any act of God, war, riot, fire or flood. At the cessation of these events, the Seller will resume its obligations unless the Buyer has elected to treat the Contract as terminated.
- 20.2 If the Seller is to invoke this clause it must advise the Buyer by notice in writing within 14 days of the start of any of the above events. On receiving such notice, the Buyer shall have the right to cancel the Contract without liability to the Seller.

## **21 Sub-Contracting and Assignments**

21.1 A Purchase Order or any part thereof shall not be subcontracted or assigned without the prior written consent of the Buyer. The Seller is responsible for its subcontractors in all respects. The consent of the Buyer shall not however, be required for the subcontracting of materials or minor items or for any item for which the subcontractor is named in the Contract.

21.2 The Seller shall be responsible for all work done and Goods supplied by subcontractors as if the work had been done or the Goods supplied by itself.

- 21.3 Without prejudice to the generality of the foregoing the Seller is hereby notified that the Goods supplied will be used by the Buyer in the manufacture of Goods for third parties. The terms of the contract between the Buyer and a third party often provide for the payment of liquidated sums in respect of warranty claims. The Seller shall indemnify the Buyer in respect of all such claims where the Buyer in its absolute discretion rules that the claim arises wholly or partly from the supply or failure to supply or late delivery of Goods by the Seller or the supply of defective Goods by the Seller.

## **22 Hazardous Goods**

- 22.1 Any Goods and / or materials supplied under a Contract that are hazardous shall be marked with the appropriate international danger symbols and the name of the Goods or materials shall be in English. In addition, the Seller shall provide advice and precautionary leaflets (in English) in respect of any such Goods and/or materials where appropriate and shall observe all United Kingdom legislation and international agreements relating to the packing, labelling and carriage of hazardous goods.
- 22.2 To enable the Buyer to comply with his/her obligations under any Health and Safety and Environmental legislation, the Seller shall provide the Buyer with all relevant information about the use of any Goods supplied by the Seller to ensure such Goods will be safe to the end user and the environment when properly handled, stored, transported and used.

## **23 Confidentiality & Advertising**

- 23.1 The Seller shall hold confidential all information, details, specifications, drawings and any other matter relating to the Goods to be supplied in any way whatsoever and shall not disclose the same or any of the same to any other person except such of his employees and permitting subcontractors and suppliers as may be necessary for the performance of his obligations under his contract. All documents and drawings containing such information and any copies thereof shall upon completion of the Contract or its termination for any reason, be returned to the Buyer.

- 23.2 The Seller will not without first obtaining the written consent of the Buyer in any way whatsoever advertise or publish the fact that the Seller has contracted to supply to the Buyer the Goods herein mentioned.

## **24 Health and Safety and Quality Assurance**

- 24.1 Any Goods supplied or installed under this Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and all Goods will be supplied with full instructions for their proper use, maintenance and repair and with any necessary warning notices clearly displayed.
- 24.2 The Seller agrees before delivery to furnish the Buyer in Writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. The Buyer will rely on the supply of such information from the Seller in order to satisfy its own obligations under all applicable health and safety legislation.
- 24.3 In respect of all Goods supplied the Seller will maintain and observe quality control and Seller quality assurance standards in accordance with the requirements of the Buyer, its customers, relevant British Standards, statute and regulatory bodies.
- 24.4 The Seller will maintain detailed quality control and manufacturing records for the period of at least 7 years from the date of supply of the Goods or in line with customer specific quality requirements, whichever is the greater.
- 24.5 It is the responsibility of the Seller to acquaint itself with the purposes for which the Goods are to be used and shall be deemed to have such knowledge when supplying the Goods.

## **25 Personnel**

Crompton Controls Ltd have the expectation that the Supplier shall ensure that persons doing work under the Supplier's control are aware of; their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.

## **26 General**

- 26.1 Failure or waiver to enforce any of these Conditions will not be construed as a waiver of the Buyer's rights.
- 26.2 Where the Seller is aware expressly or by implication that the Goods are required to enable the Buyer to fulfil a contract with a specific customer this Contract will be deemed to be made subject to the contract conditions between the Buyer and his customer, relevant sections of which are available on request.
- 26.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 26.4 All notices required under a Contract shall be in Writing and delivered either in person or by a means evidenced by delivery receipt to the address specified on the Purchase Order. Such notices will be effective upon receipt.
- 26.5 Any waiver of the provisions of a Contract, or a delay by either party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver, nor create an expectation of non-enforcement, of that or any other provision or right.
- 26.6 The Headings to conditions shall not affect their interpretation.

## **27 Proper Law**

- 27.1 All Contracts shall be construed and take effect in accordance with the laws of England and all correspondence and communication concerning this Contract shall be in English, the parties

hereby submit to the exclusive jurisdiction of the English Courts for the determination of any disputes arising under a Contract or these Conditions.

**28 Arbitration**

- 28.1 If any dispute or difference shall arise between the parties in connection with or arising out of “the Contract” which cannot be settled amicably, then either party shall give to the other 30 day’s written notice to such effect and such dispute or difference shall be referred to a single arbitrator agreed between the parties within 30 days after the date of the said written notice, or in default of agreement, as may be nominated by the president for the time being of the Chartered Institute of Arbitrators.