

Phoenix Mecano Ltd
General Conditions of Sale

1. Interpretation

1.1 In these conditions:

'ADDITIONAL WORK' means the drilling of holes, spraying, shielding or any other modification to the goods

'BUYER' means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller

'SELLER' means PHOENIX MECANO LIMITED

'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller

'CONTRACT' means the contract for purchase and sale of Goods

'WRITING' includes telex, cable, facsimile transmission and comparable means of communication.

1.2 any provision of a statute shall be construed as a reference to that provision as amended, reenacted or extended at the relevant time

1.3 the headings in these Conditions are for convenience only and shall not affect their interpretation

2 BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods with any written quotation of the Seller which is accepted by the Buyer, or any written or oral order of the Buyer which is accepted by the Seller subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer

2.2 Submission by the Buyer of a subsequent order other than on the Seller's order form and/or in response to the Seller's written quotation will constitute acceptance of these conditions and if accepted by the Seller will form a contract on these conditions and no other

2.3 No variation of these conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller

2.4 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does rely on, and waives any claim for breach of, any such representations which are not so confirmed

2.5 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed

2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller

2.7 The Buyer entering into a transaction with the Seller expressly warrants that it is authorised to accept and accepts these conditions not only for itself but also for its agent for and on behalf of all other persons who are or may therefore become interested in the Seller's Goods whether in whole or in part

2.8 These Conditions shall not have any precedence over any conditions appearing on the Buyer's order form or any other documents emanating from the Buyer or its agent and any such Buyer's Conditions shall have no effect unless expressly accepted in writing by the Seller. These Conditions shall be deemed to be incorporated in all documents settlement for any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any person which results from the Seller's use of the Buyer's specification

2.9 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety statutory or EC requirements or, where the Goods are to be

supplied to the Seller's specification, which do not materially affect their quality or performance

2.10 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), cost (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation

2.11 All Goods are supplied on condition that:

2.11.1 they will not be resold otherwise than to end users without the express consent of the Seller

2.11.2 Goods are not sold on a sale or return basis except where specifically agreed to by the Seller in writing

2.12 The Seller reserves the right at any time without notice to withdraw any

Goods from its range of Goods or to alter the design specification or manufacture thereof and shall not be liable to any Buyer for any loss or damage sustained by any Buyer resulting from such withdrawal or alteration as aforesaid, the Seller shall be released from any contract relating to any Goods affected by such withdrawal or alteration and shall be under no further liability in respect thereof

3 THE PRICE OF GOODS

3.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer

3.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (to include but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions

3.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, the Seller agrees to deliver the Goods at the Buyer's premises, the Seller shall be liable to pay the charges for transport, packaging and insurance except where the Goods, ordered amount to less than £100.00 whereupon the Seller may charge £10.00 as a carriage fee.

3.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller

3.5 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer provided they are returned undamaged to the Seller before the due payment date.

4 TERMS OF PAYMENT

4.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer 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 Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods

4.2 The Buyer shall pay the price of the Goods (less any discount to which the Buyer is entitled, but without any other deduction) within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the price notwithstanding that delivery may not have taken place and the property in Goods has not passed to the Buyer. The time of payment of the price shall be of essence of the contract. Receipts for payment of the price will be issued only upon request.

- 4.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller may be entitled to:
- 4.3.1 cancel the Contract or suspend any further deliveries on a credit basis or at all to the Buyer
- 4.3.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding and purported appropriation by the Buyer); and
- 4.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at a rate of 3 per cent per annum above Lloyds TSB Bank Plc, base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest) and recover all and any cost incurred by it (including costs, fees and disbursements of any outside agency) in collecting any monies due
- 4.3.4 to recover the price of the Goods from the Buyer by action, even though property in the Goods has not yet passed to the Buyer in accordance with the provisions of clause 7 below;
- 4.3.5 to treat all other sums owing or incurred by the Buyer to the Seller but not already due for payment as due and immediately payable in full

5 DELIVERY

- 5.1 Delivery of Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller had notified the Buyer that the Goods are ready for collection, or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place
- 5.2 Any dates quoted for delivery are approximate only and the Seller shall not be liable for any delay in delivery of the Goods, however caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer
- 5.3 Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to deliver up to 5 per cent more or 5 per cent less than the quantity ordered without any adjustment in the price and the quantity delivered shall be deemed the quantity ordered
- 5.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated
- 5.5 If the Seller fails to deliver the Goods for any reason other than the cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability, subject to the terms of Clause 7 shall be limited to excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 5.6 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then without prejudice to any other right or remedy available to the Seller, the Seller may:
- 5.6.1 store the Goods until actual delivery and charge the Buyer for reasonable costs (including insurance) of storage.
- 5.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contractor charge the Buyer for any shortfall below the price under the Contract.
- 5.7 Delivery shall be accepted where tendered. The Seller shall be entitled to assume that the person accepting delivery has authority from the Buyer to do so.
- 5.8 In the event of non delivery the Buyer must notify the Seller within 7 days from the date of despatch which will be shown on the Seller's invoice
- 5.9 In the event the Goods are not received in good condition they must be returned to the Seller within 10 days of receipt together with a written report of the faults and at a time agreed with the Seller in writing. The Seller will accept the return of Goods in only these circumstances.

6 RISK AND PROPERTY

- 6.1 Risk of damage to or loss of the Goods shall pass to the Buyer
- 6.1.1 In the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
- 6.1.2 In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods
- 6.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Buyer until the Seller has received, in cash or cleared funds payment in full the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due
- 6.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the goods in the ordinary course of its business, it shall hold the benefit of any Contract for Sale and the proceeds of any sale in trust for the Seller as the Seller's property absolutely and the Buyer shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 6.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods and the Buyer hereby grants an irrevocable licence to the Seller to enter upon such premises for the purpose of doing so.
- 6.5 The Seller's consent to the Buyer's possession of the Goods and any right the Buyer may have to the possession of the Goods shall cease at whichever is the earliest of the following events:
- 6.5.1 if any sum (whether in respect of the Goods or otherwise howsoever) is not paid to the Seller by or on behalf of the Buyer on or before the date when it is due;
- 6.5.2 if the Buyer, not being a company, applies for an interim order or proposes a voluntary arrangement with the Buyer's creditors under Part VIII of the Insolvency Act 1986 or does or fails to do anything which would entitle a Petition for a Bankruptcy Order to be presented;
- 6.5.3 if the Buyer, being a company, does or fails to do anything which would entitle any person to appoint a receiver of the whole or any part of the Buyer's assets or which would entitle any person to present a Petition for an Administration Order for the Winding Up of the Buyer.
- 6.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

7 WARRANTIES AND LIABILITY

- 7.1 Subject to the Conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their delivery.
- 7.2 The above warranty is given by the Seller subject to the following conditions:
- 7.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

- 7.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;
- 7.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price of the Goods has not been paid by the due date for payment;
- 7.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacture to the Seller;
- 7.2.5 in no event shall the Seller have liability (however arising) to the Buyer or any third party in respect of the above warranty in excess of £3,000,000 except in the case of death or personal injury where the Seller understands that no limit on his liability shall apply
- 7.3 Subject as expressly provided in these conditions 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 or custom are excluded to the fullest extent permitted by law.
- 7.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restriction on Statements) Order 1976) the statutory rights of the Buyer are not affected by these conditions
- 7.5 Any claim by the Buyer which is based on any defect in the quality or condition the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 10 working days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract
- 7.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- 7.7 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by any reason or any representation, or implied warranty, condition or other term or any duty at common law or under the express terms of the Contract, for any consequential loss or damage (whether loss of profit or otherwise), cost, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.
- 7.8 The Seller shall not be liable to the Buyer 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 Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
- 7.8.1 act of God, explosion, flood, tempest, fire or accident
- 7.8.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 7.8.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 7.8.4 import or export regulations or embargoes;
- 7.8.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 7.8.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 7.8.7 power failure or breakdown of machinery
- 8 ORDERING
- 8.1 When placing an order, in addition to the Buyer's Purchase Order number, the following information must also be given:
- 8.1.1 the correct part number or stock code
- 8.1.2 the account number with the Seller
- 8.1.3 the full invoice and delivery address and postcode
- 8.1.4 the name and telephone number of the person to whom any queries should be addressed
- A written confirmation is not required for telephone orders. When an official confirmation is sent it must be clearly marked 'CONFIRMATION' in order to avoid duplication. In the event of such duplication the Goods may be returned but will be subject to a handling charge.
- 8.2 Call-Off Orders
Credit account holders may place call off orders giving a firm delivery schedule over a period of up to 10 months. The price charged would normally be less than the normal price for the quantity taken in each delivery. In the event that the Buyer fails to take up the full quantity ordered or requests a postponement of the previously agreed delivery schedule the Seller reserves the right to charge the Buyer for the differential in price
- 8.3 Cash with Order
Unless credit facilities have been expressly agreed by the Seller, the Goods will only be supplied against receipt of a remittance for the total value of the order. Buyers in the UK must add VAT. A Pro-forma Invoice can be supplied on request.
- 8.4 Sale or Return
Goods are available on a 'Sale or Return' basis but only if requested at the time of ordering. Payment is required in advance from Buyers without a credit account. A full refund will be given for Goods, which are returned in an undamaged condition and within 30 days of the date of the invoice
- 8.5 Trade Counter Service
Buyers may collect Goods (unpacked) from the Seller's Trade Counter. If large quantities are required the Buyer should telephone beforehand.
9. CHEQUES/BILLS
Where payment is made by means of a bill of exchange, cheque or negotiable instrument the Seller shall not be deemed to have received the payment until the bill of exchange, cheque or instrument has been honoured on presentation for payment, notwithstanding that the Seller may have negotiated it and received the value therefor.
10. PAYMENTS ON ACCOUNT
Any payments made by the Buyer generally on account and not otherwise appropriated by the Seller, shall be appropriated by the Seller's unpaid invoices in the numerical order beginning with the lowest number.
11. INSOLVENCY OF THE BUYER
- 11.1 This clause applies if:
- 11.1.1 The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for purposes of amalgamation or reconstruction); or
- 11.1.2 an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- 11.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
- 11.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer immediately
- 11.2 If this clause does apply then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary
12. EXPORT TERMS
- 12.1 In these Conditions 'Incoterms' means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular

- meaning by the provisions of Incoterms shall have the same meaning in these conditions, but if there is any conflict between the provisions of the Incoterms and these Conditions, the latter shall prevail
- 12.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 11 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply, notwithstanding any other provision of these Conditions
- 12.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon
- 12.4 Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered from the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(2) of the Sale of Goods Act 1979
- 12.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit
- 12.6 Payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank in the UK as acceptable to the Seller or, the Seller has agreed in writing on or before acceptance of the Buyer's order to waive this requirement, by acceptance of the Buyer and delivery to the Seller of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of the Seller of such branch of Lloyds TSB Bank Plc in England as may be specified in the bill of exchange
- 12.7 The Buyer undertakes not to offer the Goods for resale in the UK or any other country notified by the Seller to the Buyer at or before the time the Buyer's order is placed, or to sell the Goods to any person if the Buyer knows or has any reason to believe that the person intends to resell the Goods by such country
13. GENERAL
- 13.1 The Seller is a member of the group of companies whose holding company is Phoenix Mecano AG, and accordingly the Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Seller
- 13.2 Special Conditions
Where Special Conditions are stated on the face hereof such conditions and these Conditions will rank in equal priority except where there is any inconsistency when the Special Conditions will prevail
- 13.3 Specifications
- 13.3.1 The Seller reserves the right to change the specification of the Goods at any time without prior notice to the Buyer PROVIDED THAT if in the Seller's option the change in specification materially alters the nature of the quality of the product he shall so advise the Buyer who shall have the option of rescinding his order for 14 days from the date of notification of the change by the Seller
- 13.3.2 All descriptions quotations weights and dimensions appearing in any documents emanating from the Seller are approximate only
- 13.4 TERMINATION
- 13.4.1 Notwithstanding anything else contained herein this agreement may be terminated
- 13.4.1.1 by the Seller forthwith on giving notice in writing to the Buyer if the Buyer shall fail to pay any sum due under the terms of this agreement (otherwise than as a consequence of any default on the part of the Seller) and such sum remain unpaid for 14 days after written notice from the Seller that such sum has not been paid (such notice to contain a warning of the Seller's intention to terminate);
- 13.4.1.2 by the Buyer forthwith on giving notice in writing to the Seller if the Goods are lost or stolen or destroyed or damaged beyond economic repair; or
- 13.4.1.3 by either party forthwith giving notice in writing to the other if the other commits serious breach of any term of this agreement (other than any failure by the Buyer to make any payment hereunder in which event the provisions provided in paragraph 13.4.1.1 above shall apply) and (in the case of a breach capable of being remedied) shall have failed within 30 days after receipt of a request in writing from the other party so to do the remedy the breach (such request to contain a warning of such party's intention to terminate); or
- 13.4.2 Any termination of this agreement howsoever occasioned shall not affect any accrued right of liabilities or either party nor shall it affect the coming into force or the continuance in force or any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination
- 13.5 Buyer's Warranty
The Buyer warrants that it has not relied on any oral representation made by the Supplier or upon any descriptions illustrations or specifications contained in any catalogues and publicity material produced by the Seller which are only intended to convey a general idea of the products and Goods mentioned therein
- 13.6 Invalidity of any Provisions
If any of the provisions hereunder becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired
- 13.7 Waivers
Time shall be of the essence of the Contract, but no failure to exercise nor any delay in the exercising on the part of the Parties hereto any right or remedy hereunder shall operate as a waiver thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and are not exclusive of any right or remedies provided by law
- 13.8 Notices
- 13.8.1 Each communication to be made hereunder shall be in writing but, unless otherwise stated, may be made by telex, telefax or letter
- 13.8.2 Any communications or document (unless made by telefax) to be made or delivered by one party to any other pursuant to the Contract shall (unless that other Party has, by 15 days written notice to the other Party specified another address or telex number) made or delivered to that other Party at the address or telex number be identified with his signature below and shall be deemed to have been made or delivered when such communication or document has been despatched and the appropriate answerback received (in the case of any communication made by telex) or (in the case of any communication made by letter) when left at that address or, as the case may be, seven days after being deposited in the post first class postage prepaid in an envelope addressed to it at that address, provided that any communication or document to be made or delivered shall be effective only when received by the other Party at the address to which it is to be sent
- 13.8.3 Where any provision of the Contract specifically contemplates telefax communication made by one Party to another, such communication shall be made to that other Party at the relevant telephone number specified from it from time to time for the purpose and shall be deemed to have been received when transmission of such telefax communication has been notified to such Party by telex and an appropriate answerback received. Each telefax communication, if made to the Seller by the Buyer, shall be signed and despatched by an authorised officer of the Buyer
- 13.9 Assignment and Transfers
- 13.9.1 Any Party may at any time and at its own costs assign or transfer all or any of its rights, benefits and obligations hereunder, provided that no such assignment or transfer shall be made without the prior written consent of the other Party
- 13.10 Governing Law
- 13.10.1 English Law
These Conditions and any Contract made subject to the same shall be governed by and construed in all respects in accordance with English Law and parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts