



**Terms and Conditions of
Sale**

**STANDARD CONDITIONS OF SALE
OF NDI TECHNOLOGIES LTD**

1. DEFINITIONS AND INTERPRETATION

In these Conditions the following terms shall have the following meanings:-

"Buyer" means the person, firm or company to whom the Company may agree to supply and sell Goods in accordance with these Conditions;

"Company" means NDI Technologies Ltd, a company incorporated in Scotland with registered number SC173002 and having its registered office at Dacoll House, Gardners Lane, Bathgate, West Lothian EH48 1TP or any subsidiary or associated company (as the case may be);

"Conditions" means the terms and conditions set out in this document as amended from time to time in accordance with condition 2.2.

"Contract" means the contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions (and each individual order of Goods accepted by the Company shall constitute a separate Contract);

"Goods" means any goods and Software items (including any part or parts of them) to be provided by the Company to the Buyer in accordance with these Conditions; and

"Software" means any software supplied to the Buyer pursuant to these Conditions.

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and references to the singular include the plural and *vice versa* as the context admits or requires.

1.4 In these Conditions headings will not affect the construction of these Conditions.

1.5 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. ORDER ACCEPTANCE / BASIS OF THE SALE

2.1 All orders placed by the Buyer whether written or oral shall constitute an offer to the Company, under these Conditions, subject to availability of the Goods and to acceptance of the order by the Company's authorised representative.

2.2 All orders are accepted and Goods supplied subject to these Conditions only and to the exclusion of all other terms and Conditions. No terms or conditions put forward by the Buyer under any purchase order, confirmation of order, specification or other document shall apply. No amendment of these Conditions will be valid unless confirmed in writing on or after the date hereof by the Company's authorised representative.

2.3 The Company shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Company which is accepted by the Buyer or any written order of the Buyer which is accepted by the Company. The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

2.5 Any quotation is given on the basis that no contract will come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of thirty (30) days only from its date, provided that the Company has not previously withdrawn it.

3. INDEPENDENT CONTRACTOR

Nothing contained in these Conditions shall be deemed to constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in these Conditions. In the performance of these Conditions, the status of each party including its employees and agents shall be that of independent contractor and not of employee, agent or fiduciary of the other party. Neither party has any authority to make any contract or incur any obligation expressly or implied for the other party, without that party's prior written consent for express purposes connected with the performance of this Contract.

4. DELIVERY

4.1 Any dates given for delivery are estimates only and the Company shall not be responsible for any delays. Time for delivery shall not be of the essence. If no dates are specified, delivery will be within a reasonable time.

4.2 Except where the Buyer has informed the Company that all of the Goods are required by the Buyer to be delivered at the same time, the Company reserves the right to make delivery by installments, which shall be invoiced and paid for separately. Where the Buyer has not informed the Company that all of the Goods are required by the Buyer to be delivered at the same time these Conditions shall apply to each delivery as though it were the subject of a separate contract and failure by the Company to deliver any one or more installments or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

4.3 If the Company agrees to make delivery to the Buyer or its nominee such delivery shall be effected to the address of the Buyer or its nominee. Even in such cases, the Company reserves the right to request the Buyer to nominate or appoint its own carrier for the purposes of effecting such delivery and in that case if delivery charges are included in the price the Company will reimburse the Buyer with the amount of such charges.

4.4 Save as mentioned in condition 4.5 the Buyer shall take delivery at the Company's premises within three (3) days of the Company informing the Buyer that the Goods are ready for collection.

4.5 If the Company agrees to arrange for delivery of the Goods the Buyer shall give verbal and written notice to the Company forthwith if the Goods are not received within three (3) days of the expected delivery date or within such lesser period where such notice is required to be given to the carrier (if any) and if the Buyer fails so to do delivery shall be deemed to have been effected whether or not it has actually been effected.

4.6 Delivery shall be deemed to be effected at the time when (i) the Buyer effects collection from the Company or (ii) in cases where collection is not effected by the Buyer or on its behalf, when delivery is made to the address specified by the Buyer or (ii) pursuant to either condition 4.5 or 4.7. The Buyer shall inspect the Goods on delivery. Unless the Buyer shall deliver written notice to the Company within one day of delivery to the effect that the Goods are not those ordered, or are damaged or subject to shortage and unless the Buyer shall in all respects comply with the terms and Conditions of the carrier (if any) the Buyer shall be deemed to have accepted the Goods and shall not be entitled to reject Goods which are not in accordance with the Contract. If the Buyer shall give written notice as aforesaid, it shall comply with the Company's instructions concerning the return or retention for inspection of such Goods which shall be at the Buyer's risk until back in the possession of the Company. In no event shall the Buyer be entitled to reject the Goods on the basis of any defect or failure which is so slight that it would be unreasonable for the Buyer to reject the Goods.

4.7 If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations risk in the Goods will pass to the Buyer; the Goods will be deemed to have been delivered; and the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance). In such circumstances the Buyer will also be entitled to claim payment for the Goods or sell the Goods at the best price readily obtainable and (after deducting all storage, selling and other expenses) account to the Buyer for the excess over sums owing by the Buyer or charge the Buyer for any shortfall.

4.8 The Buyer will provide at its expense at the place where delivery of the Goods is to take place adequate and appropriate equipment and labour for unloading the Goods.

4.9 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5. CANCELLATION AND RESCHEDULING

5.1 Subject to condition 9.2, any request by the Buyer for cancellation of any order or for rescheduling of deliveries will only be considered by the Company if made at least six (6) hours before despatch of the Goods and shall be subject to acceptance by the Company at the Company's sole discretion and subject to a reasonable administration charge therefor by the Company. The Buyer hereby agrees to indemnify the Company against all loss, costs (including loss of profit, the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancellation or rescheduling.

5.2 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the *pro rata* Contract rate against any invoice raised for such Goods.

6. FINANCIAL PROVISIONS

6.1 Catalogues, price lists and other advertising literature or material as used by the Company are intended only as an indication as to price and range of goods offered and no prices, descriptions or other particulars shall be binding on the Company.

6.2 All prices are given by the Company at the time of the order on an ex-works basis and unless otherwise agreed the Buyer is liable to pay for the cost of delivery. The Company may by giving notice to the Buyer at any time before delivery increase the price of the Goods to reflect any increase in the cost to the Company.

6.3 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Goods.

7. TERMS OF PAYMENT

7.1 Unless the Company shall have previously agreed in writing with the Buyer that the Goods shall be supplied on credit, payment for the Goods shall be made in full by the Buyer prior to the Goods leaving the Company's premises by credit card, cleared funds, or such other method that may be accepted by the Company.

7.2 Where the Company has agreed to supply the Goods on credit the Company shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods and the Buyer shall pay the price of the Goods within thirty (30) days of the invoice date or such other agreed time period from the date of the Company's invoice (such other time period being agreed and notified to the Buyer by the Company in writing) notwithstanding that the property in the Goods has not passed to the Buyer.

7.3 The time of payment of the price shall be the essence of the Contract. If the Buyer fails to make payment on the due date then without prejudice to any other right or remedy available to the Company the Company shall be entitled to:-

7.3.1 cancel the Contract or suspend any further deliveries or suspend any services to the Buyer, or require the provision of such financial security as the Company may deem necessary before making further supply; and

7.3.2 appropriate any payment made by the Buyer to such of the Goods as the Company may think fit (notwithstanding any purported appropriation by the Buyer); and

7.3.3 charge interest for late payment from the due date until payment in cleared funds is received by the Company at four per cent (4 %) per annum over the base rate for the time being of Clydesdale Bank PLC such interest to accrue on a daily basis and be payable on demand and after as well as before judgement; and

7.3.4	charge the Buyer all the costs incurred by the Company for recovering the debt from the Buyer.	10.1	The Buyer hereby acknowledges that any proprietary rights in any Software supplied including but not limited to any title or ownership rights, patent rights, copyright, rights to extract or re-use data from a data base, trade marks, design rights (whether registered or unregistered) and trade secret rights, shall at all times and for all purposes vest and remain vested in the Software owner.
7.4	The Buyer shall not be entitled to delay or withhold payment on account of any alleged claim. The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Company to the Buyer.	10.2	The Buyer hereby acknowledges that it is its sole responsibility to comply with any terms and conditions of any licence attaching to Software supplied including, if so required, the upgrade, execution and return of software licences. The Buyer is hereby notified that failure to comply with such terms and conditions could result in the Buyer being refused a software licence or having the same revoked by the proprietary owner. The Buyer further agrees to indemnify the Company in full and on demand against any damages, costs, charges, expenses, loss or liability incurred by the Company as a result of any breach by the Buyer of such terms and conditions.
7.5	All payment payable to the Company under the Contract shall become due and payable immediately upon termination of this Contract despite any other provision.	10.3	NO TITLE TO OR OWNERSHIP OF SOFTWARE IS TRANSFERRED TO THE BUYER UNDER ANY CIRCUMSTANCES.
8.	RISK AND PROPERTY	11.	RETURNS
8.1	Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or when the Company notifies the Buyer that the Goods are available for collection if the Goods are to be delivered at the Company's premises or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when the Company has tendered delivery of the Goods or the Buyer should have collected the Goods.	Subject to condition 4.6, returns can only be made as in accordance with the Company's then prevailing returns policy, a copy of which is available on request.	
8.2	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 Company has received payment in full (in cash or cleared funds) of the price of the Goods and all other goods or services supplied by the Company on any account.	12.	WARRANTY
8.3	Until such time as the property in the Goods passes to the Buyer, the Buyer shall (i) hold the Goods as the Company's fiduciary agent and bailee; (i) keep the Goods (at no cost to the Company) separate from those of the Buyer and third parties and properly stored, protected and insured (for their full price against all risks) and identified as the Company's property; (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; (iv) give the Company such information relating to the Goods as the Company may require from time to time; and (v) be entitled to resell at full market value or use the Goods in the ordinary course of its business provided it holds the proceeds from the insurance referred to above or any sale or trust for the Company and does not mix such funds with any other money nor pay the proceeds into an overdrawn bank account.	12.1	For Goods manufactured by the Company, the Company 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 such period as shall be notified to the Buyer.
8.4	Until such time as the property in the Goods passes to the Buyer, the Buyer shall deliver up the Goods to the Company on demand and if the Buyer fails to do so immediately, the Company, its agent and employees may enter any premises of the Buyer or any third party where the Goods are or may be stored and repossess the Goods.	12.2	Where the Company is not the manufacturer of the Goods, the Company sells the Goods with the benefit of the manufacturer's warranty subject to the terms and conditions of such warranty but the Company shall have no further liability to the Buyer.
8.5	The Buyer may not pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Buyer does so all monies owing by the Buyer to the Company shall immediately become due and payable.	12.3	The Company shall not be liable for a breach of the warranty in condition 12.1 unless:
8.6	The Buyer's right to possession of the Goods shall terminate immediately if:	12.3.1	the Buyer gives written notice of the defect to the Company, and (if the defect is as a result of damage in transit) to the carrier, within seven (7) days of the time when the Buyer discovers or ought to have discovered the defect; and
8.6.1	the Buyer has a bankruptcy order made against him/it or makes an arrangement or composition with his/its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or	12.3.2	the Company is given a reasonable opportunity after receiving the notice to examine such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business for the examination to take place there.
8.6.2	the Buyer suffers or allows any execution to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or	12.4	The warranty in condition 12.1 does not apply:
8.6.3	the Buyer encumbers or in any way charges any of the Goods.	12.4.1	in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer; or
9.	SPECIFICATION OF GOODS	12.4.2	in respect of any defect arising from fair wear and tear, willful damage, negligence (including improper storage), improper installation, commissioning or maintenance, 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 prior written approval; or
9.1	The Company shall not be liable in respect of any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. The Company will use its reasonable endeavours to advise the Buyer of any such impending variation as soon as it receives any notice thereof from the manufacturer.	12.4.3	if the Buyer makes further use of such Goods after giving notice pursuant to condition 12.3.1.
9.2	Unless otherwise agreed, the Goods are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified. The Company reserves the right to increase its quoted or listed price, or to charge accordingly in respect of any orders accepted for Goods of non-standard specifications and in no circumstances will it consider cancellation of such orders or the return of the Goods.	12.5	The Company shall, at its option, replace or repair free of charge Goods (or the part in question) which do not meet the warranty in condition 12.1 or, at the Company's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Buyer for a breach of the warranty in condition 12.1 in respect of such Goods Provided that, if the Company so requests, the Buyer shall return the Goods or the part of such Goods which is defective to the Company. All Goods replaced will belong to the Company. Replacements or repairs shall be warranted for an additional period of three months or until the expiry of the original warranty period, whichever is the longer.
9.3	All samples, drawings, descriptive matter, specifications and/or advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract or have any contractual force.	12.6	Any Software is supplied "as is" and the sole obligation of the Company is to supply a corrected version if such Software fails to conform to its product description, or at the Company's option, provide a refund provided that the Buyer notifies the Company in writing of any such non-conformance within thirty (30) days of the date of delivery. No warranty is given that the operation of any software will be uninterrupted or error free.
10.	PROPRIETARY RIGHTS IN SOFTWARE	12.7	Failure by the Buyer to pay any sum owing will render the applicable warranty null and void.
		12.8	The Buyer shall be responsible for the proper and reasonably incurred cost of carriage and insurance in respect of all Goods returned by the Buyer to the Company for such repair or replacement. In the case of valid warranty claims the Company shall refund such cost.
		12.9	The Company reserves the right to levy a surcharge in the event of returned Goods being found not to be defective.
		12.10	The Company shall not be responsible for its failure to perform any of its obligations under this Contract, if such failure is the result, directly or indirectly, of the Buyer's or third party's products or service (for example, software, hardware or firmware) to correctly process, provide and/or receive data and properly exchange data with products under this Contract.
		13.	LIABILITY
		13.1	Subject as expressly provided in these Conditions, each of the Company and the Buyer acknowledges that, in entering into this Contract, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Contract and any conditions, warranties, representations, understandings or other terms, whether express or implied, statutory or otherwise, are excluded from these Conditions to the fullest extent permitted by law.

13.2	Nothing in these Conditions shall affect the Company's liability to the Buyer for:	reexport directly or indirectly any Goods without first obtaining all such written consents or authorisations as may be required by any applicable regulations.
13.2.1	death or personal injury resulting from the Company's negligence; or	
13.2.2	breach of any terms implied by Section 12 of the Sale of Goods Act 1979 and Section 2 of the Supply of Goods and Services Act 1982; or	
13.2.3	defective products under Part 1 of the Consumer Protection Act 1987; or	
13.2.3	fraud or fraudulent misrepresentation; or	
13.2.4	any matter in respect of which it would be unlawful for the Company to exclude or restrict liability which liability shall not be limited.	
13.3	Save as otherwise expressly provided in these Conditions, the following provisions set out the Company's entire liability for any act or omission whether in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising.	
13.4	Subject to conditions 13.2 and 13.5, the total aggregate liability of the Company under each Contract whether in contract, tort (including negligence), breach of statutory duty or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the sums received by the Company from the Buyer for the Goods in question. For the purposes of this condition 13.4, the Company and the Buyer each acknowledges and agrees that each individual order of Goods accepted by the Company shall constitute a separate Contract (notwithstanding that these Conditions apply to them) and be subject to its own limitations on the Company's liability.	
13.5	The Company's liability to the Buyer for direct physical damage to the tangible property of the Buyer arising out of or in connection with a Contract from the negligence or willful default of the Company shall in no event exceed £5,000,000.	
13.6	The Company hereby expressly excludes all liability for any and all:-	
13.6.1	special, punitive, incidental, indirect or consequential loss or damage; or	
13.6.2	loss of profit, turnover, business, revenue, contracts, goodwill, reputation, anticipated savings, management time or loss or corruption of data (whether of a direct or indirect nature); or	
13.6.3	any claims made against the Company by any other party	
	which may arise out of or in connection with these Conditions or the performance or purported performance of or delay or failure in the performance of its obligations under these Conditions (whether or not caused by the negligence of the Company, its employees, consultants, agents and/or subcontractors) even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Buyer incurring the same and the Buyer hereby waives and releases any claims it might otherwise have to be compensated in connection with these Conditions for such loss or damage.	
13.7	Save as otherwise expressly provided in these Conditions, the Buyer shall indemnify the Company in respect of any cost, claim, expense, loss or liability suffered or incurred in connection with any claim made by any person in connection with the Goods.	
13.8	The Buyer acknowledges it is under a duty to pass on to its customers (where appropriate) all instructions, information and warnings relating to the Goods supplied to it by the Company.	
14.	TERMINATION	
	Any Contract may be terminated immediately by notice in writing:	
14.1	by the Company if the Buyer fails to pay any sums due hereunder by the due date or is involved in any legal proceedings concerning its solvency, or ceases or threatens to cease trading, or commits an act of bankruptcy or is adjudicated bankrupt or if a petition is presented or resolution passed for its liquidation, or if it makes an arrangement with its creditors or a petition for an administration order is presented or if a receiver, administrative receiver or manager is appointed over all or any part of its assets or if it is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or does or suffers anything analogous to any of the foregoing in any other jurisdiction; or	
14.2	by the party not in default, if the other party fails to perform any of its material obligations and such material failure continues for a period of fourteen (14) days after written notice thereof.	
14.3	Any termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party in particular but without limitation, the right to recover damages from the other.	
14.4	Upon termination of a Contract all sums owing to the Company by the Buyer, whether under that Contract or otherwise, shall become immediately due and payable and the Company may cancel any outstanding order or make delivery subject to payment in advance.	
14.5	Termination of a Contract, however arising, shall not affect either of the party's rights and remedies that have accrued as at termination.	
14.6	Termination of a Contract shall be without prejudice to Conditions 1 (Definitions and Interpretation), 7.3.2, 7.3.3, 7.3.4, 7.4 and 7.5 (Terms of Payment), 8 (Risk and Property), 10 (Proprietary Rights in Software), 13 (Liability), 14.3, 14.4, 14.5 and 14.6 (Termination), 15 (Export and/or Re-Export Limitation), 16 (Intellectual Property Rights) and 18 (General) which shall survive termination or expiry for whatever reason and continue in full force and effect.	
15.	EXPORT AND/OR RE-EXPORT LIMITATION	
	Having regard to the current statutory or other United Kingdom government regulations in force from time to time and in the case of Goods manufactured in the United States of America, to the current export rules and regulations of the United States Department of Commerce in force from time to time and regardless of any disclosure made by the Buyer to the Company of an ultimate destination for any Goods, the Buyer will not export or	
16.	INTELLECTUAL PROPERTY RIGHTS	
16.1	All drawings, documents, confidential records, computer software and other information supplied by the Company are supplied on the express understanding that copyright and all other intellectual property rights residing therein are reserved by the Company and its licensors and that the Buyer will not without the prior written consent of the Company either copy, give away, loan, exhibit or sell any such drawings, documents, records, software or other information or extracts therefrom or copies thereof or use them in any way except in connection with the Goods in respect of which they are issued.	
16.2	Except as provided otherwise in these Conditions, if the Buyer is threatened with any action alleging that the Goods infringe any patent, copyright, registered design or other intellectual property rights held by a third party then provided that the Buyer promptly informs the Company in writing and fully co-operates with the Company or its supplier and if the Company or its supplier so requests, allows the Company or its supplier to defend any action on the Buyer's behalf and have the sole control of any and all negotiations for settlement, the Company shall, subject to condition 13 indemnify the Buyer against any award or damages and costs against the Buyer arising from such action. Further if such event occurs the Buyer agrees that the Company shall have the option at its own expense either:-	
16.2.1	to modify the Goods so that they do not infringe; or	
16.2.2	to replace the Goods with non-infringing goods; or	
16.2.3	to procure for the Buyer the right for it to continue its use of the Goods; or	
16.2.4	to repurchase the Goods from the Buyer at the price paid by the Buyer less depreciation.	
16.3	The Company shall have no liability in respect of claims for infringement or alleged infringement of third parties' intellectual property rights arising from the execution of an order in accordance with the Buyer's designs, plans or specifications and the Buyer shall indemnify the Company on demand and in full against all losses, damages, expenses, costs or other liability arising from such claims.	
17	ANTI-BRIBERY & CORRUPTION	
17.1	Both parties shall:	
17.1.1	comply with all applicable laws, statutes and regulations relating to antibribery and anti-corruption including but not limited to the Bribery Act 2010; and	
17.1.2	not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.	
18.	GENERAL	
18.1	No forbearance, delay or indulgence by the Company in enforcing any of its rights shall prejudice or restrict the rights of the Company and no waiver of any such rights or of any breach by the Buyer shall be deemed to be a waiver of any other right or any later breach. No waiver by the Company shall be effective unless in writing.	
18.2	The Buyer may not assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company. The Company may assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.	
18.3	In the event of any of the Contract (or any part of any of them) being found to be void or unenforceable for any reason, the remaining provisions (and the remainder of the condition concerned) shall remain in full force and effect.	
18.4	The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, wind, earthquakes, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.	
18.5	Any notices given under the Contract by either party to the other must be in writing and may be delivered personally or by recorded delivery to its registered office or such changed address as shall be notified to the other party and in the case of post will be deemed to have been given two (2) working days after the date of posting. Communications addressed to the Company shall be marked for the attention of the Managing Director. The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.	
18.6	The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. The Buyer acknowledges that it does not rely on and irrevocably waives any claim it may have for damages for or right to rescind the contract for any such representations which are not so confirmed (unless such representations were fraudulently made). Any advice or recommendation given by the Company 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 Company is followed or acted upon entirely at the Buyer's own risk and accordingly, the Company shall not be liable for any such advice or recommendation which is not so confirmed.	
18.7	The Contract contain the whole agreement between the parties in respect of its subject matter and supersedes and replaces any prior written or oral agreements, representations or understandings between the parties relating to the subject matter. The parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Without limiting the generality of the foregoing, neither party shall have any remedy in respect of any untrue statement made to it upon	

which it may have relied in entering into the Contract, and a party's only remedy is for breach of contract. Notwithstanding the foregoing, nothing in these Conditions purports to exclude liability for any fraudulent misrepresentation, statement or act.

- 18.8 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 18.9 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English courts.