

# THESE CONDITIONS CONTAIN LIMITATIONS OF SELLER'S LIABILITY

- GENERAL.**
    - In these conditions the following words have the following meanings:
      - "Buyer"** the person(s), firm or company who purchases the products from the Seller;
      - "Contract"** any contract between the Seller and the Buyer for the sale and purchase of the products incorporating these conditions; and
      - "products"** any goods agreed in the Seller's order confirmation form to be supplied to the Buyer by the Seller (including any part or parts of them); and
      - the seller quoted overleaf..
    - The Seller shall sell and the Buyer shall purchase the products in accordance with any order of the Buyer which is accepted by the Seller (acting by its employee or agent) in the Seller's order confirmation form, subject to these conditions. These conditions supersede all prior representations or arrangements, and contain the entire agreement between the parties in connection with the products (unless otherwise stated on the Seller's order confirmation form). All other terms and conditions, express or implied, are excluded and the Buyer may not rely on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in these conditions. The Seller's agents may not modify or supplement these conditions or to accept any order.
    - Nothing in these conditions shall restrict the statutory rights of a buyer who deals as a consumer.
    - References in these conditions to the masculine include the feminine and the neuter and references to the singular include the plural and vice versa as the Contract admits or requires.
    - In these conditions headings will not affect the construction of these conditions.
    - In these conditions references to any statute or statutory provision or Instrument shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision or Instrument as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
    - If the Seller has not issued a standard Seller's order confirmation form, "the Seller's order confirmation form" means any document issued by the Seller (but not indicating the construction of these conditions).
    - Subject to the provisions of these conditions, terms defined in the latest edition of Incoterms in force have the same meaning when used in these conditions.
    - Acceptance of delivery of the products shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.
    - All orders for products shall be deemed to be accepted by the Buyer by purchase orders pursuant to these conditions. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller on the Seller's order confirmation form. Any order sent to the Seller by the Buyer shall be accepted entirely at the discretion of the Seller, and if so accepted, will only be accepted upon these conditions and by means of the Seller's order confirmation form.
    - Any quotation or price submitted by the Seller is only valid if it is accompanied by the Seller's order confirmation form to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Seller has not previously withdrawn it.
    - Subject to clause 4(a)(ii) all statements (whether written or oral), drawings, photographs, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the products described in them. They will not form part of this Contract.
  - DELIVERY.**
    - Delivery or despatch dates quoted or requested, or dates when products will be ready for shipment, are given or accepted by the Seller in good faith but are not guaranteed. Notwithstanding that the Seller may have failed to deliver the products (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the products in full provided that delivery shall be tendered at any time within 30 days of the date of the delivery (or later where the Buyer has caused or contributed to the delay). Time of delivery shall not be of the essence of the Contract.
    - Delivery shall be made to the place(s) and by the method(s) specified on the Seller's order confirmation form. The Buyer is responsible for unloading. The Buyer or his carrier's receipt shall be conclusive evidence of delivery.
    - Returnable packaging materials, if any, shall be securely closed and in good condition within 30 days after receipt by the Buyer, the Seller will credit the Buyer with the amount charged. Any special packaging requirements will incur a non-refundable additional charge. The Buyer will comply with all applicable law and regulations and with any return, disposal or other requirements stated on the Seller's order confirmation form in relation to any packaging.
    - Unless otherwise specified on the Seller's order confirmation form, the Buyer shall accept manufacturing tolerances accepted in the trade, and weights or quantities varying by not more than 10% from the Contract weight or quantity, and shall pay, pro-rata for the actual weight or quantity delivered. The weight or quantity stated on the Seller's packing list shall be conclusive evidence of the amount delivered to and received by the Buyer except in cases of manifest error.
    - Save for the purposes of Clause 3(e), 5(b) and 7, each delivery shall be treated as a separate Contract, and partial deliveries are permitted unless otherwise stated on the Seller's order confirmation form. Accordingly, failure to make any particular delivery, or any breach of Contract by the Seller relating thereto, shall not affect any remaining deliveries and shall not entitle the Buyer to treat the Contract as a whole as repudiated.
    - The Buyer shall take delivery of the products by any date quoted by the Seller or requested by the Buyer or (if none) within a reasonable time. The Buyer shall make all arrangements necessary to take delivery of the products wherever they are tendered for delivery. The Seller may deliver early where reasonable notice has been given to and accepted by the Buyer. The Buyer shall be responsible for all storage, insurance and other costs relating to the Buyer's failure to comply with the Contract and all such charges incurred by the Seller shall be paid by the Buyer within 30 days of submission of an invoice. If the Buyer fails to take delivery of the products or fails to give the Seller adequate security for the Seller's order confirmation form, the time stated for delivery then risk in the products will pass to the Buyer, the products will be deemed to have been delivered and without prejudice to any other right or remedy available to the Seller, the Seller may sell the products at the best price readily obtainable and (after deducting all the said storage insurance and other costs relating to the Buyer's failure to comply with the Contract and selling expenses) account to the Buyer for the excess over the Contract price, but charge the Buyer for any shortfall below the Contract price.
    - The Buyer shall promptly supply all information and assistance required for the Seller to execute the Buyer's order. The Buyer shall be responsible to the Seller for ensuring the accuracy and completeness of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the products within a sufficient time to enable the Seller to perform the Seller's obligations under the Contract.
    - Where the products are supplied under any internationally recognized trading terms as specified in the latest Incoterms in force, the provision by the Seller of the usual transport document(s) or other evidence of delivery consistent with the relevant trading terms will be conclusive evidence of delivery by the Seller.
    - If the Seller or its carrier is unable for any reason to place the products on board ship upon their arrival at the port/place of shipment, a warehouse receipt or other document shall be treated as delivery, subject to the Buyer's agreement.
    - Other than for sales ex-works the Seller undertakes to obtain any UK licence(s) required for the export of the products from the UK by the Seller, and the Buyer undertakes to give every assistance to obtain such licence(s). The Buyer further undertakes to comply with any such licence(s) and to obtain and comply with all other necessary licences, permits and consents for the supply and delivery of the products (including all other export/import licences).
  - PRICE.**
    - Unless otherwise stated on the Seller's order confirmation form, prices are FCA and exclusive of VAT and all other duties, fees or taxes, and VAT and all other duties, fees or taxes shall be paid by the Buyer in addition to the price. All sums due to the Seller shall be paid in the currency and to the address stated on the Seller's order confirmation form, or such other address as the Seller may advise the Buyer from time to time.
    - The Buyer will pay the Seller the price stated on the Seller's order confirmation form and VAT and all other duties, fees, or taxes. No payment shall be deemed to have been received until the Seller has received cleared funds. Payment is due by the date and in accordance with the payment terms and instructions stated on the Seller's order confirmation form but the Seller may require security for payment before delivery in the circumstances described in clause 6(c). All payments payable to the Seller under the Contract shall become due immediately upon termination of this Contract despite any other provision. The Seller shall be entitled to recover payment in full for the products including VAT notwithstanding that ownership in any of those products has not passed from the Seller. Where a discount is granted under the said payment terms, such discount will only be allowed upon payment being made by the due date (or earlier date stated on the Seller's order confirmation form for the purpose of obtaining the discount) and payment by such date is a condition precedent to the allowance of a discount.
    - Where prices are quoted in currencies other than sterling, the Buyer shall compensate the Seller for any currency losses suffered by the Seller as a result of the Buyer's failure to pay for the products on the due date for payment.
    - The Seller may increase prices in accordance with the Seller's cost of including delivery costs, and/or general price list increases occurring after the date of the Seller's order confirmation form but before delivery, subject to prior notification to the Buyer, and the Buyer shall pay for any such increases in price.
    - In the circumstances described in Clause 6(c), all unpaid balances owing to the Seller from the Buyer shall become a debt immediately due and payable to the Seller, irrespective of whether ownership of the products has passed to the Buyer.
    - Time of payment is of the essence of the Contract. The Seller may charge interest at 4% above Barclays Bank plc's base rate per annum applicable for the time being (to accrue from day to day) on any sum owed to the Seller under the Contract which is not paid to the Seller on the due date, after as well as before any judgment.
    - The Seller may appropriate sums received from the Buyer against any debt due to the Seller from the Buyer (under this Contract or any other contract), irrespective of any purported appropriation by the Buyer. The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off, counterclaim, discount, abatement or otherwise which the Buyer may have or allege to have or for any reason whatever.
  - SELLER'S WARRANTY.**
    - The Seller warrants that upon delivery the products:
      - are sold with good title; and
      - comply with the Seller's current published product data sheets (or, where there are none, that they comply with any specification appearing on the Seller's order confirmation form and are made with sound materials and workmanship to normal standards of acceptability in the trade) in all material respects (the SUBJECT CLAUSES 4(F) ALL TERMS, CONDITIONS, WARRANTIES, STATUTORY AND STATEMENTS WHATSOEVER CONCERNING THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, BY STATUTE, AT COMMON LAW, MADE BY THE SELLER OR ITS AGENTS OR OTHERWISE ARE HEREBY EXCLUDED, IN PARTICULAR (BUT WITHOUT LIMITATION OF THE FOREGOING) THE SELLER DOES NOT WARRANT WHETHER EXPRESS OR IMPLIED, BY STATUTE, AT COMMON LAW OR OTHERWISE THAT THE PRODUCTS ARE OF SATISFACTORY QUALITY OR NATURE, OR FIT FOR ANY PARTICULAR PURPOSE OR INTENDED USE BY THE BUYER, AND IT IS FOR THE BUYER TO SATISFY ITSELF THAT PRODUCTS ARE FIT).
    - The Seller's Warranty is given on the condition that any instructions (oral or written) of the Seller relating to the products (including, but without limitation, their storage or use) or (if there are none) good trade practice are strictly complied with.
    - The Buyer shall examine the products on delivery. The Buyer shall immediately notify the Seller, and in any event within 3 days of receipt of products, of any incomplete or failed delivery, loss or damage during carriage. If the products otherwise fail to comply with the Seller's Warranty, the Buyer must notify the Seller within 15 days after the date when the Buyer became or ought reasonably to have become aware of any of the above, and in any event before the earlier of:
      - 3 months from the date of despatch by the Seller; and
      - 30 days after the products have been used or put into process.The Buyer shall (subject to Clauses 4(f) and 8(a)) be treated as having waived all claims connected with the matter which should have been notified and deemed to have accepted the products and the Seller shall have no liability whatever to the Buyer in respect of those products if the Buyer does so not notify the Seller or makes any further use of such products after giving such notice.
    - Subject to Clause 4(c), if it is shown to the Seller's reasonable satisfaction that the products fail materially to comply with the Seller's Warranty, the Seller shall give the Buyer a reasonable opportunity to correct such failure, and, if the Seller does not or is unable to do so, the Seller will at the Seller's option either refund the price of the products at the pro rata Contract rate (or, if the products have been depreciated for reasons other than the Seller's default or have been used or put into process, a reasonable part of the Contract price), or replace the product(s) (or the defective part of the product(s)) (if reasonably practicable) within a reasonable time, free of charge. **SUCH CORRECTION, REFUND OR REPLACEMENT OF THE PRODUCTS UNDER CLAUSE 4(f) DOES NOT CONSTITUTE A WAIVER OF THE SELLER'S LIABILITY IN RELATION TO ANY SUCH FAILURE.** Replacement products are covered by these conditions, including the Seller's Warranty. Products which are alleged not to comply with the Contract shall as far as possible be preserved for inspection by the Seller, and if replaced or if a refund is made shall be returned to the Seller (at the Seller's cost) if the Seller reasonably so requests.
    - Clause 4(f)(i) does not apply to second, remainder stock or samples or to products sold as obsolete, sub-standard or waste.
    - Nothing in this Contract excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or for fraudulent misrepresentation.
  - FORCE MAJEURE**
    - The Seller shall not be liable for any failure to comply with the Contract related to any circumstances whatever (whether or not involving the Seller's negligence) beyond the Seller's reasonable control and which prevent or restrict the Seller from complying with the Contract, including but not limited to:
      - a failure of a government or relevant authority to grant, or to a delay in the grant of, any licence(s) required for the export of the products from the United Kingdom or any import or export regulations or embargoes; or
      - acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; or
      - strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller, or of a third party); or
      - difficulties in obtaining raw materials, labour, fuel, power, parts or machinery.
    - The Seller may where reasonable in all the circumstances (whether or not involving the Seller's negligence) without liability suspend or terminate (in whole or in part) its obligations under the Contract in the Seller's sole ability to manufacture, supply, deliver or acquire materials for the production of the products by the Seller's normal means is materially impaired.
  - TERMINATION AND SUSPENSION**
    - No order which has been accepted by the Seller may be cancelled by the Buyer except with the Seller's agreement in writing and on terms that the Buyer shall indemnify the Seller in full against all loss or costs (including but not limited to the Seller's material, damaged, charges and expenses incurred) by the Seller as a result of cancellation. Except where the Buyer has caused or contributed to any delay, the Buyer may (as the Buyer's sole remedy, without affecting the balance of the Contract quantity) terminate the Contract by notice to the Seller in respect of any instalment of products which is not despatched within 30 days after any date quoted on the Seller's order confirmation form (unless the products have been specially manufactured or adapted for the Buyer).
- The Seller may (without prejudice to its other rights or remedies) terminate or suspend the Seller's performance of the whole or any outstanding part of the Contract in the circumstances described in Clause 6(c) without any liability to the Buyer and all sums outstanding from the Buyer to the Seller on any Contract shall become payable immediately and/or the Seller may exercise any of its rights pursuant to Clause 7. The Seller may also suspend deliveries while investigating any claim relating to prior shipments (under any Contract) of products.
    - The relevant circumstances are if:
      - the Buyer fails to take delivery of the products by the date required under Clause 2(f) or fails to pay for the products by the due date or breaches any other term of the Contract or any other contract for the sale or purchase of goods or services between the Buyer and the Seller;
      - the Seller or its carrier is unable to pay its debts as they fall due, or if a receiver, administrator, administrative receiver or any distress or execution (whether legal or equitable) shall be levied upon any of the Buyer's goods or property or obtained against him/it or the Buyer's encumbrances, pledges, or in any way changes by way of security for any indebtedness any of the products which are the property of the Seller or if the Buyer offers to make any arrangement or composition with its creditors or the Buyer becomes bankrupt or insolvent or unable to pay its debts as they fall due, or if a receiver, administrator, administrative receiver or manager or encumbrancer takes possession of or shall be appointed over the whole or any part of the Buyer's business or assets, or the Buyer 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 any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or for the granting of an administration order in respect of the Buyer or the Seller is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if the Buyer ceases or threatens to cease to carry on business or the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly or the Buyer suffers any analogous proceedings under foreign law; or
      - The Seller or its carrier is unable to pay its debts as they fall due, or if Clause 6(c)(ii) has occurred or will occur, or that the Buyer will not pay for the products on the due date, and so notifies the Buyer.
    - In addition, the Seller shall have the right, by notifying the Buyer, to suspend deliveries under this Contract and/or any other contract the Seller may have with the Buyer (even though the Buyer is not in arrears with any payment) if the Seller considers that the amount outstanding in the Seller's favour from the Buyer is such that the Seller is unable to pay its debts within the limit to which the Seller is prepared to allow credit to the Buyer, whether or not such limit has been notified to the Buyer.
    - If the Buyer provides the Seller with security for the Contract price, reasonably acceptable to the Seller, within 3 working days after a notice has been given under Clause 6(c)(ii) or 6(d), the Seller shall withdraw the notice.
  - RISK**
    - Risk in the products shall pass to the Buyer upon delivery.
    - However, the Seller shall retain ownership of the products until:
      - The Seller has received payment in full in cleared funds of all sums due to it for all the products supplied including all other sums which are or should be due to the Seller from the Buyer on any account including VAT; or
      - Subject to Clause 7(c) the Buyer mixes or processes the products so that they lose their identity or are irreversibly incorporated in or mixed with other goods; or
      - An unrelated third party purchases the products from the Buyer at arm's length in good faith.
    - As a separate and independent condition, the Buyer agrees that in the circumstances described in Clause 7(b)(ii), the resulting product ("the Downstream Product") shall be the Seller's property until the contract is terminated or the Seller or its agent or employee or the other goods (as measured by the price charged to the Buyer or, if none, the direct factory cost to the Buyer of their manufacture) exceeds the invoice value for the products.
    - Until ownership of the products or Downstream Products passes to the Buyer, the Buyer must:
      - hold the proceeds of any such insurance referred to in condition 7(d)(i) on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;
      - use or part with possession of them to the extent not prohibited by these conditions) only in the ordinary course of trading (with any such sale being a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale);
      - hold the products and Downstream Products as the Seller's fiduciary agent and bailee;
      - where reasonably possible keep each delivery separate from all other goods of the Buyer or any third party in its possession and marked in such a way that they are clearly identified as the Seller's property; and
      - not destroy, deface or obscure any identifying mark or packaging on or relating to the products.In the circumstances described in Clause 6(c), the Buyer's right to sell, use or part with possession of the products or Downstream Products shall terminate immediately, and the Seller may recover and/or sell the products or Downstream Products and the Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter the Buyer's premises for that purpose or to inspect the products, without prejudice to the Seller's other remedies. If the Seller recovers and/or sells the Downstream Products any excess of the value of the Downstream Products (as reasonably estimated by the Seller) over any amounts due to the Seller under the Contract plus the Seller's costs of recovery and disposal, shall be paid to the Buyer. This obligation shall survive termination of the Contract.
  - INTELLECTUAL PROPERTY AND THIRD PARTY CLAIMS**
    - The Seller will defend the Buyer against any third party claim made against the Buyer in the United Kingdom alleging that the products as such, in the Seller's possession, or the Seller, infringe any intellectual property rights, registered design, trademark, trade name or copyright effective in the United Kingdom, and the Seller will pay any damages and costs finally awarded against the Buyer in the United Kingdom in respect of such a claim. The Seller may modify the products so that they cease to infringe so long as the Buyer is not substantially prejudiced by the modification.
    - Clause 8(a) shall not apply to the extent that the products are manufactured to the Buyer's specification (or as provided in Clause 8(d)(i)) or in respect of any use of the products not contemplated by the Seller at the date of the Seller's order confirmation form.
    - The Buyer shall not use any trademarks or tradenames applied to or used by the Seller in relation to the products in any manner not approved by the Seller.
  - THE BUYER SHALL INDEMNIFY THE SELLER AGAINST ANY LIABILITY INCURRED BY THE SELLER:**
    - TRADE NAME OR DESIGN TO THE PRODUCTS ON THE BUYER'S INSTRUCTIONS, OR COMPLYING WITH ANY OTHER INSTRUCTIONS OF THE BUYER RELATING TO THE PRODUCTS; AND
    - IN RELATION TO ANY THIRD PARTY CLAIMS ARISING FROM THE USE MADE OF OR DEALING BY THE BUYER IN THE PRODUCTS OR FROM THE PRODUCTS OR FROM THE PROPERTY OF THE BUYER (INCLUDING THE BUYER'S EMPLOYEES), EXCEPT AS PROVIDED IN CLAUSE 8(a) OR CLAUSE 4(f) OR IF ARISING FROM THE SELLER'S WILLFUL DEFAULT.
  - The indemnified party shall notify the other of any relevant claim, shall comply with the other's reasonable requirements to minimise liability and shall, if necessary, and shall allow the other conduct of any action and/or settlement negotiations, on reasonable terms.
- ADVICE AND ASSISTANCE**

THE SELLER SHALL NOT BE LIABLE, IN CONTRACT, TORT OR OTHERWISE, AND IRRESPECTIVE OF THE NEGLIGENCE OF THE SELLER, ITS AGENTS OR EMPLOYEES, FOR ANY REPRESENTATIONS, ADVICE OR ASSISTANCE GIVEN UNDER THIS CONTRACT OR OTHERWISE, AND WHETHER BEFORE OR AFTER THE DATE OF THE CONTRACT, OR ON BEHALF OF THE SELLER IN CONNECTION WITH THE PRODUCTS OR THE CONTRACT UNLESS THE SELLER HAS MADE SUCH REPRESENTATIONS, AND/OR AGREED TO PROVIDE SUCH ADVICE OR ASSISTANCE, FOR A FEE UNDER A SEPARATE WRITTEN CONTRACT WITH THE BUYER.
  - LIMITATION OF LIABILITY**
    - WITHOUT PREJUDICE TO ANY OTHER LIMITATION OF THE SELLER'S LIABILITY (WHETHER EFFECTIVE OR NOT);
    - IN NO CIRCUMSTANCES WHATSOEVER SHALL THE SELLER BE LIABLE (IN CONTRACT, TORT OR OTHERWISE, AND IRRESPECTIVE OF ANY NEGLIGENCE OR OTHER ACT, DEFAULT OR OMISSION OF THE SELLER OR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS) FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LIABILITY FOR BUSINESS INTERRUPTION, LOSS OF PROFITS OR LOSS OF CONTRACTS) ARISING FROM THE USE OR COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (HOWSOEVER CAUSED) WHICH ARISE OUT OF OR ARE IN CONNECTION WITH THE PRODUCTS OF THE CONTRACT, OR (SUBJECT TO CLAUSES 4(f) AND 8(a)) ANY THIRD PARTY CLAIMS, IN CONNECTION WITH THE PRODUCTS OR THE CONTRACT.
    - EXCEPT AS PROVIDED UNDER CLAUSES 4(f) AND 8(a), THE SELLER'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH THE PRODUCTS OR THE CONTRACT (IN CONTRACT, TORT OR OTHERWISE AND WHETHER OR NOT RELATED TO ANY BREACH OF STATUTORY DUTY, MISREPRESENTATION, NEGLIGENCE OR OTHER ACT, DEFAULT OR OMISSION OF THE SELLER OR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS INCLUDING BUT WITHOUT LIMITATION NEGLIGENCE ARISING UNDER OR IN CONNECTION WITH THE CONTRACT), IS LIMITED TO THE CONTRACT PRICE FOR THE PRODUCTS CONCERNED EXCLUDING VAT AND ALL OTHER DUTIES FEES OR TAXES AND ALL COSTS OR CHARGES IN RELATION TO TRANSPORT AND INSURANCE.
  - WITHOUT PREJUDICE TO THE SELLER'S WARRANTY, THE BUYER'S SOLE REMEDY SHALL BE IN DAMAGES.
  - THE SELLER'S WARRANTY AND THE BUYER'S REMEDIES UNDER CLAUSE 8(a) ARE IN SUBSTITUTION FOR ANY OTHER WARRANTIES, INVESTIGATIONS, REPRESENTATIONS, WARRANTIES, RIGHTS, TERMS OR CONDITIONS (WHETHER THEY ARE EXPRESS OR IMPLIED, OR ARISE IN CONTRACT, TORT, COMMON LAW, STATUTE OR OTHERWISE, AND IRRESPECTIVE OF THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS) IN CONNECTION WITH THE PRODUCTS (INCLUDING, WITHOUT LIMITATION, ANY RELATING TO CONDITION, PERFORMANCE, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR PURPOSE) WHICH THE BUYER MAY HAVE IN CONNECTION WITH THE PRODUCTS, BUT EXCLUDING IMPLIED STATUTORY WARRANTIES RELATING TO TITLE, AND ALL SUCH WARRANTIES, OBLIGATIONS, REPRESENTATIONS, LIABILITIES, RIGHTS, TERMS OR CONDITIONS ARE TO THE FULLEST EXTENT PERMITTED BY LAW HEREBY EXPRESSLY EXCLUDED PROVIDED THAT NOTHING IN THIS CONTRACT SHALL RELIEVE OR EXCLUDE THE BUYER FROM EXPRESS OR IMPLIED LIABILITY FOR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF THE SELLER OR FOR FRAUDULENT MISREPRESENTATION.
  - WITHOUT PREJUDICE TO CLAUSE 4(c), NO ACTION MAY BE BROUGHT AGAINST THE SELLER IN CONNECTION WITH THE PRODUCTS OR THE CONTRACT UNLESS PROCEEDINGS ARE ISSUED AGAINST THE SELLER WITHIN ONE YEAR AFTER THE BUYER BECAME OR OUGHT TO HAVE BECOME AWARE OF THE CIRCUMSTANCES GIVING RISE THERETO. THIS CLAUSE DOES NOT APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM OF THE CONTRACT BY THE SELLER.
- HEALTH AND SAFETY AT WORK**
    - The Buyer shall ensure that all products are safely and lawfully received, stored, maintained, used or applied by the Buyer, and that the Buyer obtains relevant information in the Seller's possession relating thereto.
    - The Buyer shall ensure that all appropriate safety information (whether supplied by the Seller, the Buyer or others) is distributed and drawn to the attention of customers and all others (including the Buyer's employees) who require it for the safe handling or use of the products.
  - MISCELLANEOUS**
    - The Contract or any part of it may not be assigned by the Buyer without the Seller's prior written consent. The Seller may assign, licence or sub-contract all or any part of its rights and obligations under this Contract to any person, firm or company, with the Buyer's consent, (such consent not to be unreasonably withheld or delayed).
    - Notices must be in writing to the Seller's sole physical address and are deemed delivered on the first working day after sending by hand or (subject to confirmation of transmission) by email or facsimile, or, within the UK, on the third working day after being placed prepaid in the first class post to the Buyer's or the Seller's U.K. address. Qualified acceptances by the Buyer on delivery notes shall not constitute notice of any claim or acceptance by the Seller of any such qualification.
    - Save as otherwise specifically stated, the Seller will partially enforce any provision of this Contract shall be construed as a release of its rights relating thereto or to such action any further breach.
    - If any provision of the Contract is found to be illegal, invalid or unenforceable in whole or in part either under enactment or rule of law, it shall have effect to the maximum extent permitted by law, or, if not so permitted, shall be deemed deleted and the legality, validity and enforceability of the remaining provisions of the Contract shall not be affected.
    - Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Buyer and the Seller.
    - Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.
    - Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
    - The provisions of Clauses 3, 4(c), 7, 8(d), 10, 12(h) and 13 shall survive termination of this Contract.
    - For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Contract shall confer on any third party any right to enforce or any benefit of any term of this Contract.
  - LAW**

This Contract shall be governed by and construed in accordance with the law of England and the Buyer hereby agrees, for the Seller's exclusive benefit, that the English courts shall have sole jurisdiction to hear all claims or proceedings connected with the products or the Contract. The Seller may nevertheless bring claims in any other courts of competent jurisdiction.
  - SPECIAL CONDITION**
    - In the event of the Buyer's failure to give the Seller notice as specified in the appropriate rule of the B.I.S.F.A. (the International Bureau for the Standardisation of Man Made Fibres) or in Clause 4(c), as appropriate, the Buyer's claim shall be deemed to have been waived and shall be absolutely barred.
    - Save as otherwise specifically stated on the Seller's order confirmation form, the rules for the relevant Staple Fibres published by B.I.S.F.A. or in the date of the Contract shall apply to the Contract unless the products are being sold and purchased as "sub-standard" or "waste."