



**CLARKE FIRE PROTECTION PRODUCTS, LTD.
TERMS AND CONDITIONS OF SALE**

1. General

1.1 In these Conditions the following expressions shall (unless the context otherwise requires) have the following meanings:-

Buyer means the customer named overleaf;

Conditions means the standard terms and conditions of sale of the Seller set out in this document;

Contract means any contract between the Buyer and the Seller for the purchase and sale of the Goods, incorporating these Conditions;

Goods means the goods or products to be supplied to the Buyer by the Seller (including any part or parts of them);

Intellectual Property Rights means rights in any patent, petty patent, registered or unregistered trade mark, trade and business name (including rights in any get-up or trade dress), domain name, utility model, know-how, together with any registered or unregistered design right, copyright, database rights, semiconductor topography rights, and any other industrial or commercial monopoly rights, which now subsist or may in the future subsist in any part of the world together with the right to apply for registration of such rights, and all applications, renewals, extensions and revisions thereof;

Price means the price for the Goods to be paid by the Buyer to the Seller;

Sales Order Acknowledgement means an acknowledgement of the Buyer's order for Goods issued by the Seller to the Buyer on the Seller's sales acknowledgement form;

Seller means Clarke Fire Protection Products Ltd (Registered Number SC081670), a company incorporated under the Companies Act and having its registered office at Unit 1, Grange Works, Lomond Road, Coatbridge, ML5 2NN;

Specification means the written specification, designs, copyright works, trade mark designs, know-how, data, instructions, and other information whatsoever provided by the Buyer to the Seller to enable the Seller to manufacture the Goods; and

Writing includes telex, facsimile and electronic mail transmission and comparable means of communication;

1.2 In these Conditions, unless the context otherwise requires:-

1.2.1 reference to the singular includes reference to the plural and vice versa and reference to any one gender includes reference to all genders;

1.2.2 headings are used for convenience of reference only and shall not affect the construction or interpretation of these Conditions;

1.2.3 references to any section of, or part of, or Schedule to, any Act of Parliament shall, unless the context otherwise requires, include any re-enactment, amendment, consolidation, extension, replacement or modification thereof; and

1.2.4 any reference to any Scottish legal term or any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than Scotland be deemed to include what most nearly approximates in that jurisdiction to the Scottish legal term.

2. APPLICATION OF TERMS

2.1 Any quotation is given on the basis that no contract will come into existence until the Seller dispatches a Sales Order Acknowledgement to the Buyer.

2.2 No order placed by the Buyer shall be deemed to be accepted by the Seller until the Seller issues a Sale Order Acknowledgement.



2.3 The Contract will be on these Conditions to the exclusion of any other terms and conditions whether or not the same are endorsed upon, delivered with or referred to in any purchase order or other document delivered or sent by the Buyer to the Seller or which the Buyer purports to apply under any purchase order, confirmation of order or similar document.

2.4 No variation to the Contract shall be binding unless (i) it is agreed in Writing between an authorised representative of the Buyer and Seller and (ii) it is expressly stated on the face of the document evidencing the variation that it is an agreed variation of the Contract. For the avoidance of doubt, an attempt by the Buyer to impose other terms and conditions in place of the Conditions, shall not be an agreed variation to the Contract.

2.5 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 not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.6 Any advice or recommendation given by the Seller or its employees to the Buyer or its employees as to the description, storage, application or use of the Goods which is not confirmed in Writing by a director of 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.

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

3. Prices and QUOTATIONS

3.1 All Prices shall be calculated and paid in the currency specified in the Seller's quotation to the Buyer in respect of each order or as otherwise agreed in Writing between the Buyer and the Seller and shall have added to them Value Added Tax and any other taxes, levies, duties, fees, costs or expenses (if any) at the rate or rates applicable at the date of invoice from time to time.

3.2 Prices include standard packaging and delivery by the Seller EX WORKS (COAT BRIDGE) (INCOTERMS 2000) and accordingly the Buyer shall in addition to the Price, be liable for arranging and paying all costs of transport and insurance of the Goods from the Seller's premises unless agreed otherwise.

3.3 Without prejudice to Condition 3.4, the Seller may at any time before the issue of a Sales Order Acknowledgement increase the Price of the Goods by notice to the Buyer.

3.4 Notwithstanding Condition 3.3, Prices for Goods covered by the Contract may be adjusted by the Seller upon notice to the Buyer at any time prior to shipment and regardless of the acceptance or issuance of an acknowledgement of any order from the Buyer (including without limitation the issuance of a Sales Order Acknowledgement), to reflect any increase in the Seller's cost of raw materials, components (e.g., steel, aluminum, electronic components), inability to secure products, changes in law, labour, taxes, duties, tariffs or quotas, acts of Government, any similar charges, or to cover any extra, unforeseen and/or unusual cost elements.

3.5 Where the Goods are supplied for export from the United Kingdom the Buyer shall be responsible for complying with any legislation or regulations governing (i) the export of the Goods from the United Kingdom and (ii) the importation of the Goods into the country of destination and, for the payment of any duties (including without prejudice any Value Added Tax) payable thereon. The Buyer shall satisfy itself that the Goods do conform with the terms and regulations of the country to which they are being exported and the Seller shall have no liability in the event that this is not the case.

4. DELIVERY

4.1 The Goods shall be sold on EX WORKS (COATBRIDGE) (INCOTERMS 2000) unless the Seller and the Buyer agree in Writing that other INCOTERMS shall apply to the Contract.

CLARKE®

4.2 The Seller will give the Buyer notice when the Goods are ready for collection. Delivery of the Goods shall be made by the Buyer (or any person acting on its behalf) collecting the Goods at the Seller's premises at any time after the Seller has notified the buyer that the Goods are ready for collection or, if some other place for delivery is agreed, by the Seller delivering the Goods to that place which shall be deemed to be at the time when the Goods are removed from the tailboard of the delivery vehicle at the destination. The Buyer's obligation to take delivery shall be of the essence.

4.3 If for any reason the Buyer (or any person acting on its behalf) will not collect or accept delivery of any Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

4.3.1 risk in the Goods will pass to the Buyer (including for loss or damage caused by the Seller's negligence);

4.3.2 the Goods will be deemed to have been delivered; and

4.3.3 the Seller may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).

4.4 All delivery dates are estimates only and time is not of the essence of delivery under any Contract. While the Seller will use its reasonable endeavours to have the Goods available for collection by the date of delivery specified in the Contract it will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods. If Goods are to be supplied from stock, supply is always subject to the availability of stock.

4.5 The Seller shall not be required to give the Buyer the notice relating to insurance of the Goods referred to in Section 32(3) of the Sale of Goods Act 1979.

4.6 Any receipt obtained by the Seller signed by or on behalf of the Buyer or by any carrier or nominated agent of the Buyer accepting or taking delivery of the Goods shall be conclusive evidence of delivery by the Seller to the Buyer of the Goods or such part thereof as is indicated by such receipt.

4.7 The Seller shall be entitled to satisfy any order for the Goods by way of part deliveries. Each part delivery shall be deemed to constitute a separate contract and default by the Seller in relation to one such delivery shall not entitle the Buyer to treat the Contract as repudiated. The Seller shall be entitled to payment for such part deliveries in accordance with Condition 12.

4.8 The Buyer will provide at its expense at the delivery point adequate and appropriate equipment and manual labour for loading and where necessary unloading the Goods.

5. NON-DELIVERY

5.1 The Seller shall not be liable for any non-delivery of Goods (even if caused by the Seller's negligence) unless written notice is given to the Seller within 7 days of the date when the Goods would in the ordinary course of events have been received by the Buyer.

5.2 Any liability of the Seller 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. RISK

Notwithstanding Condition 7, the risk of damage to or loss or destruction of the Goods shall pass to the Buyer .

(i) in the case of Goods to be delivered at the Seller's premises, at the time the Seller notifies the Buyer that the Goods are ready for collection; or

(ii) in the case of Goods agreed to be delivered by the Seller otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when the Seller has tendered delivery of the Goods.

7. RESERVATION OF TITLE



7.1 Notwithstanding delivery or passing of risk in the Goods, property and where applicable legal and beneficial ownership in and title to the Goods shall remain with the Seller:

7.1.1 Until the Buyer has paid the Price in cash or cleared funds in full (including Value Added Tax); and

7.1.2 To the extent permitted by the relevant law, until no other sums whatsoever shall be due by the Buyer to the Seller and/or any subsidiary, holding or associate company of the Seller on any account or pursuant to any other contract for which payment is then due.

7.2 Until ownership of the Goods has passed to the Buyer, the Buyer must:

7.2.1 hold the Goods on a fiduciary basis as the Seller's bailee;

7.2.2 store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property and keep them free from any liens, security, charge or encumbrance and the Seller shall be entitled to repossess the Goods at any time;

7.2.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

7.2.4 maintain the Goods in satisfactory condition insured on the Seller's behalf for their full Price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller; and

7.2.5 hold the proceeds of the insurance referred to in Condition 7.2.4 on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

7.3 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

7.3.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value;

7.3.2 any such sale shall be 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; and

7.3.3 the part of the entire proceeds of sale which represents the amount owed by the Buyer to the Seller shall be held by the Buyer in a separate account in trust for the Seller and the Buyer shall account to the Seller accordingly.

7.4 If payments received from the Buyer are not stated to refer to a particular invoice the Seller may appropriate such payments to any outstanding invoice.

7.5 The Buyer grants the Sellers, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them and the Buyer shall pay to the Seller the cost of removal and transport of the Goods or any part thereof.

7.6 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.

8. SPECIFICATION AND INFORMATION

8.1 Drawings, illustrations and specifications submitted by the Seller to the Buyer remain the property of the Seller and must not be communicated to any third party without the prior written permission of the Seller.

8.2 Unless otherwise stated, the Seller's drawings, designs, specification and particulars of weights and dimensions are approximate only and the Seller shall not be liable in respect of any deviation therefrom.

8.3 The Seller accepts no responsibility for any errors, omissions or other defects in any drawings, designs or specifications prepared by the Buyer or by any third party.

9. NON-CONFORMITY

9.1 The Buyer shall be deemed to have examined the Goods within 7 days of delivery thereof (time being of the essence) and to have satisfied itself that they conform to the Contract. A claim that the

CLARKE®

Goods are not in accordance with the Contract will not be accepted by the Seller unless a separate written notice is given to the Seller within 7 days of receipt of the Goods followed by a complete claim within 10 days of receipt of the Goods. Any delivery book or note marked "Not Examined" or with other similar wording will not be accepted by the Seller for the purposes of this Condition 9.1.

9.2 If the Buyer fails to serve such notice, the Goods shall be presumed conclusively to conform in all respects to the Contract and be free from any shortage or defect which would be apparent on reasonable examination of the Goods, and the Buyer shall be deemed to have accepted the Goods accordingly.

10. QUALITY

10.1 The warranties given under this Condition do 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 warranty or guarantee as is given by the manufacturer to the Seller.

10.2 The Seller warrants that (subject to the other provisions of these Conditions) upon delivery and until the expiry of the earlier of (i) 24 months from the date of delivery or (ii) 24 months from the date of installation, the Goods will:

10.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1994; and

10.2.2 be reasonably fit for any purpose sold or made known to the Seller in Writing.

10.3 The Seller shall not be liable for a breach of any of the warranties in Condition 10.2 unless:

10.3.1 the Buyer gives written notice of the defect to the Seller, within 7 days of the time when the Buyer discovers or ought to have discovered the defect;

10.3.2 the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost for the examination to take place there; and

10.3.3 pending inspection by the Seller or its agents, the Goods have been retained in the original packaging as delivered and shall not have been altered or modified or assembled after delivery in any way.

10.4 The Seller shall not be liable for a breach of any of the warranties in Condition 10.2 if:

10.4.1 the Buyer makes any further use of such Goods after giving such notice; or

10.4.2 damage has been sustained in transit after the risk in the Goods has passed to the Buyer; or

10.4.3 the defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions or because the Buyer failed to follow the Seller's oral or written instructions or technical manual as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

10.4.4 the Buyer alters or repairs such Goods without the written consent of the Seller.

10.5 Subject to Conditions 10.3 and 10.4, if any of the Goods do not conform with any of the warranties in Condition 10.2, the Seller shall at its option repair or replace such Goods (or the defective part) or refund the Price of such Goods at the pro rata Contract rate.

10.6 If the Seller complies with Condition 10.5 it shall have no further liability for a breach of any of the warranties in Condition 10.2 in respect of such Goods.

10.7 Any Goods replaced or repaired will be guaranteed on these terms for the unexpired portion of the relevant warranty period as set out in Clause 10.2.

11. LIABILITY

11.1 The description, technical information and illustrations contained in the Seller's catalogues, leaflets, Price lists and other advertising materials are intended to present a general idea of the goods described in them and shall not form part of the Contract. No condition, statement or representation contained in any advertisement or brochure or in any trade or promotional circular or other literature, nor the terms or conditions of any other body, which would or might but for this Condition be implied or incorporated

CLARKE®

by custom of trade, usage, negotiations, course of dealings or otherwise shall be deemed to be incorporated in the Contract and all of the same are hereby expressly excluded from the Contract. All descriptive and forwarding specifications, drawings and particulars of weights, dimensions and performance submitted with the Seller's quotation (if any) or any other document are approximate only. The Seller shall not be liable for any variations in the designs or specifications of the Goods which do not materially affect the quality and marketability of the Goods or for the substitution of any materials or components of the Goods by other materials or components of a quality equivalent or superior to that originally specified.

11.2 Except to the extent that liability may not by statute lawfully be excluded by the Seller, any statements, conditions, guarantees, covenants, undertakings, representations or warranties whatsoever, express or implied, statutory or otherwise, including (without prejudice to the foregoing generality) warranties as to the performance, description, conformity to sample, satisfactory quality, suitability or fitness for any particular purpose of the Goods, are hereby excluded.

11.3 Nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation.

11.4 Notwithstanding anything contained in this Agreement, in no circumstances shall the Seller be liable, in contract, reparation (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof including without prejudice to the foregoing, arising in the normal course of business, (i) for any increased costs or expenses, (ii) for any loss of profit, goodwill, opportunity, business, anticipated savings, revenue, reputation, contracts, or (iii) for any special or indirect damage of any nature whatsoever, whether in connection with the Contract or the supply of Goods or their use by the Buyer.

11.5 The aggregate liability of the Seller (if any) howsoever arising (except for liability in respect of personal injury or death) from or in connection with the Contract or the supply of the Goods or their use by the Buyer (whether for breach of contract, negligence, misrepresentation or otherwise howsoever) shall be limited to the Price for the Goods in question.

11.6 The Buyer agrees that the exclusion or limitation of warranties and liability provided for in terms of this Condition 11 is reasonable having regard to the fact that the Buyer is given the opportunity to inspect the Goods in terms of Condition 9 and is accustomed to dealing with products of the same type as the Goods.

11.7 The Seller shall have no liability for any loss, damage, costs or expenses or other claims for compensation resulting directly or indirectly from any inaccurate, incomplete or incorrect information supplied by the Buyer.

12. PAYMENT

12.1 The Seller shall be entitled to invoice the Buyer for the Price or part thereof on or at any time after the Seller has notified the Buyer that the Goods are ready for collection. Timeous payment of the Price is of the essence of the Contract. Payment terms are subject to usual Bank and Trade references. All UK Prices quoted are strictly net 30 days account unless otherwise stated. Overseas Prices quoted are strictly net cash payable against shipping documents in Coatbridge unless otherwise agreed. Payment will be due irrespective of whether title in the Goods has passed on the due date for payment.

12.2 Any amounts due by the Buyer to the Seller under the Contract for the sale of the Goods shall be payable by the Buyer in full without any deduction whether by set-off, counter-claim, discount, abatement or otherwise.

12.3 If the Buyer fails to pay to the Seller any sum due pursuant to the Contract, it shall pay interest to the Seller on the amount of the outstanding balance from the due date for payment at the rate of 4% per annum above the base rate from time to time of the Bank of Scotland or 15% per annum, whichever is higher, (accruing on a daily basis, and compounded monthly) until the date of actual payment in full,



whether before or after decree or judgment, provided that this Condition 12.3 shall in no way prejudice any other rights or remedies available to the Seller in terms of the Contract or otherwise.

12.4 Failure by the Buyer to effect payment when due, automatically relieves the Seller of any liabilities of whatever nature under the Contract.

12.5 Where payment is to be made by instalments, the failure of the Buyer to pay any instalment in due time shall entitle the Seller to suspend or cancel further deliveries under the Contract and to treat such failure as a repudiation of the Contract by the Buyer so far as it relates to Goods not yet delivered and to recover damages for such breach of the Contract.

12.6 Payment for the Goods shall in any case become due in full immediately upon (i) the commencement of any act or proceeding in which the Buyer's solvency is involved and the Buyer shall notify the Seller immediately upon the commencement of any such act or proceeding and (ii) termination of any Contract despite any other provision.

13. CANCELLATION OF CONTRACTS

Subject as herein provided, a Contract may not be cancelled or suspended without the Seller's written consent. Any cancellation or suspension of a Contract will be consented to only on the express condition that the Seller shall be indemnified by the Buyer in full against all loss (including without prejudice loss of profit), costs (including without prejudice the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation or suspension.

14. DEFAULT

14.1 If the event that the Buyer shall default or commit a breach of any term or condition of the Contract or if the Buyer shall be in default under any other contract between the Seller and the Buyer or an order is made or a resolution is passed for the winding-up of the Buyer except in the case of voluntary winding-up

for the purposes of a scheme of reconstruction or amalgamation or an administration order is made, or a petition for such an order is presented, in respect of the Buyer or the Buyer suffers or allows any diligence, distress or execution to be levied, enforced or sued out, upon or against any of the property or assets of the Buyer or a receiver, administrator, administrative receiver or judicial factor is appointed over any of the property or assets of the Buyer or any voluntary arrangement with creditors is proposed in respect of the Buyer or the buyer, being an individual, becomes bankrupt, insolvent or otherwise unable to pay its debts or the Buyer ceases, or threatens to cease, to carry on business, without prejudice to any other rights and remedies the Seller might have, the Seller shall be at liberty forthwith by notice in Writing to the Buyer:

14.1.1 to treat the Contract or any part thereof as repudiated and recover from the Buyer by way of damages any loss or expenses which the Seller may suffer or incur thereby;

14.1.2 to rescind forthwith or suspend for a definite or indefinite period performance by the Seller of any other contract between the Seller and the Buyer (but so that the Seller shall not be liable to the Buyer in damages or otherwise in respect of such rescission or suspension and so that the Buyer shall not be entitled to treat any such suspension as a repudiation by the Seller);

14.1.3 to withhold delivery of the Goods or any part thereof until payment in full is made therefor;

14.1.4 to store the Goods at the expense and risk of the Buyer; and

14.1.5 to repossess any of the Goods held by the Buyer the property in or title to which shall not have passed from the Seller to the Buyer in accordance with these Conditions.

14.2 The Seller shall have a general lien over and right of retention in respect of all goods or other property belonging to the Buyer in the Seller's custody or under its control for all sums due or which may become due to the Seller by the Buyer, whether such sums are or may become due in relation to



the Goods or under the Contract or otherwise and the Seller shall be entitled to sell such goods upon such terms as the Seller sees fit and to retain such amount from the proceeds of sale as is sufficient to pay all monies due to the Seller (including any reasonable costs incurred in putting the goods into a saleable state and the expenses of the sale).

14.3 The Seller shall be entitled to set-off any sum owing to it by the Buyer against any sum owing by it to the Buyer, whether any such sum is owing in relation to the Goods or under the Contract or otherwise.

15. FORCE MAJEURE

15.1 The Seller shall not be liable nor in breach or default of its obligations under the Contract to the extent its performance of such obligations is delayed, hindered, or prevented, in whole or in part, directly or indirectly, due to causes beyond its reasonable control, whether foreseeable or unforeseeable, including, but not limited to, acts of God, fires, floods, or other natural disasters (declared or undeclared), terrorism, war (declared or undeclared), armed conflict (or the serious threat of same), plagues, epidemics, pandemics, quarantines, or other public health risks and/or responses thereto, insurrection, civil disturbances, insurrection, riots, mob violence, acts or omissions of the Buyer or the Buyer's suppliers or agents, any act (or omission) by any governmental authority (including any change of law or regulation), strikes, lock-outs, differences with workers, accidents, labour disputes, transportation shortages, the unavailability or shortage(s) of labour, energy, materials, production facilities, transportation, or shipping, cyber-attacks, viruses, ransomware, failures or interruptions to network systems, data breaches, vendor non-performance, or any other cause, casualty, or excusable delay beyond the Seller's reasonable control, whether similar or dissimilar to any of the foregoing. Upon the occurrence of a force majeure or other excusable delay, the Seller's performance or delivery date shall be extended for a period equal to the duration of the force majeure event or time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay. If the delay is due to any acts or omissions of the Buyer, or the Buyer's agents, contractors or suppliers, the Seller shall be entitled to both an equitable performance and price adjustment. If the Seller incurs increased cost by reason of delay not attributable to any act or omission of the Buyer (including but not limited to extended warehouses and storage fees, labour wages, etc.), the increased cost shall be distributed equitably between the Seller and the Buyer, or the Seller may terminate the Contract at the Seller's election.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 The Buyer acknowledges and agrees that no Intellectual Property Rights whatsoever are assigned by the Seller to the Buyer under these Conditions. The Seller hereby grants to the Buyer a non-exclusive, non-assignable, royalty-free licence to use the Goods for the Buyer's own internal purposes or such other purposes as are expressly agreed in advance in Writing by the Seller, in accordance with any instructions provided by the Seller from time to time relating to the use of such Goods. The Buyer hereby grants to the Seller a non-exclusive, assignable, royalty-free licence, with right to sub-license, to use the Specification for the purpose of manufacturing or procuring the manufacture of the Goods;

16.2 The Buyer warrants to the Seller that so far as the Buyer is aware having made all reasonable investigations, the Specification does not, nor does any part of it, infringe the Intellectual Property Rights of any third party.

16.3 Subject to Condition 16.4, the Seller warrants to the Buyer that, so far as the Seller is aware having made reasonable investigations, the Goods do not infringe the Intellectual Property Rights of any third party.

16.4 Notwithstanding any other provision of this Condition 16, the Seller shall have no liability whatsoever to the Buyer to the extent that any Goods or any part thereof which is infringing or may be



infringing the Intellectual Property Rights of any third party, has been made to the Specification or has been partly created by the Buyer.

17. WHOLE AGREEMENT

17.1 The Contract constitutes the whole agreement between the Seller and the Buyer and supersedes any prior representations, warranties or negotiations. These Conditions shall override any general or standard conditions put forward by the Buyer, whether or not such general or standard conditions are or were incorporated expressly or by reference or implication in any communication between the Seller and the Buyer. Even if the Buyer's general or standard terms and conditions contain the same or a similar overriding provision, these Conditions shall prevail.

17.2 If there is any conflict between the express terms of the Seller's quotation or its Sales Order Acknowledgement and these Conditions, the express terms shall prevail.

18. SEVERABILITY

18.1 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

18.2 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.

19. WAIVER

19.1 No waiver by the Seller of any breach or any default under any provision of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision and will in no way affect the other terms of the Contract.

19.2 Failure or delay by the Seller in enforcing or potentially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

20. NOTICES

Any notice or communication to be sent in connection with the Contract shall be deemed to be sufficiently served if it is sent by recorded delivery or registered post or by telex or by facsimile, in the case of the Seller, to its address shown on its invoices from time to time and, in the case of the Buyer, to any place of business of the Buyer. In the case of a letter sent by recorded delivery post, it shall be deemed to have been received 48 hours after posting or sending.

21. ASSIGNATION

The Buyer shall not be entitled to assign or transfer in whole or in part the benefit and/or burden of the Contract or any part thereof without the Seller's prior written consent.

22. ACKNOWLEDGEMENT OF CONDITIONS AS REASONABLE

The Buyer acknowledges that it has read these Conditions and agrees that it is fair and reasonable to incorporate them in the Contract.

23. PROPER LAW

The formation, construction, validity and performance of the Contract shall be governed in all respects by the laws of Scotland and the parties submit to the exclusive jurisdiction of the Scottish courts.