9. PAYMENT

9.1 The Company may invoice the Buyer for the Goods at any time after delivery unless self-holding arrangements are agreed between the Company and the Buyer.

9.2 Time for payment shall be of the essence.

9.3 Payment for the Goods is due not more than 30 days from the date of invoice unless otherwise agreed.

9.4 No payment shall be due to have been received until the Company has received cleared funds.

9.5 All payments payable to the Company under any contract or order shall include any tax required by law to be paid after the date of the final account or at the time of payment.

9.6 The Company shall make all payments due under this Contract without any deduction whether by way of set-off, counterclaim or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid to the Company by the Buyer.

9.7 The Company may appropriate any payments received by the Buyer to the Company as such payments are due to the Company and the Buyer in any proportion to which such payments are payable.

10. QUALITY

10.1 The Company warrants that (subject to the other provisions of these terms and conditions) upon delivery the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1994 and that it will take reasonable care to ensure that no other materials are included with the Goods.

10.2 The Company shall inspect the Goods immediately upon delivery in accordance with clause 4 and shall carry out such inspections in a reasonable time and skill.

10.3 The Company shall not be liable for a breach of the warranty in condition 10.2 unless:

10.3.1 the Buyer gives written notice of the defect to the Company and, if the defect is as a result of

10.4 Any variations to the terms and conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company.

10.5 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these terms and conditions.

10.6 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

11. LIMITATION OF LIABILITY

11.1 The following provisions and the provisions of condition 10 set out the entire liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer except:

11.1.1 any breach of these terms and conditions;

11.1.2 any representation, statement or tortious or omisision including negligence arising in connection with or in connection with any other agreements.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by sections 12 to 14 of the Sale of Goods Act 1979) are hereby excluded from the Contract.

11.3 Nothing in these terms and conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CONDITION 11.4

11.4 Subject to conditions 11.2 and 11.3:

11.4.1 The Company's total liability in contract (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract's obligations under this Contract is limited to the price paid by the Buyer for the Goods;

11.4.2 The Company shall not be liable to the Buyer by reason of any representation or implied warranty, condition or other term or any duty or law under or express terms of this Contract (subject to clause 11.4.1) for any direct loss of profit, loss of business or depletion of goodwill or any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether or not caused by the negligence of the Company, its employees, agents or sub-contractors) which arise out of or in connection with the Contract.

12. TERMINATION

12.1 The Contract will terminate immediately:

12.1.1 if the Buyer becomes insolvent or enters into any arrangement with its creditors or takes or suffers any similar actions in consequence of a debt; or

12.1.2 if written notice by the Company to the Buyer fails to observe or perform any of its obligations or duties under the Contract or any other contract between the Company and the Buyer;

12.2 The Company's rights contained in condition 7 (but not the Buyer's rights) shall continue beyond the discharge of the Buyer's and the Company's primary obligations under the Contract consequent upon termination.

12.3 The termination of the Contract howsoever arising shall be without prejudice to the rights and duties of either the Buyer or the Company accrued prior to termination.

13. GENERAL

13.1 Time for performance of all obligations of the Buyer is of the essence.

13.2 Each right or remedy of the Company under this Contract is without prejudice to any other right or remedy of the Company whether under this Contract or not.

13.3 Any provision of this Contract which is held by any competent authority to be invalid, void, unenforceable or unenforceable (in whole or in part) shall to the extent of such invalidity, voidness,

13.4 Frustration by the Company to enforce or partially enforce any provision of this Contract will not be construed as a waiver of any of its rights under this Contract.

13.5 The Company may assign, license or sub-contract all or any part of its rights or obligations under this Contract without the Buyer's consent.

13.6 The Contract is personal to the Buyer to whom may not assign, licence or sub-contract all or any of its rights or obligations under this Contract without the Company's prior written consent.

13.7 The parties to this Agreement do not intend that any of the rights or liabilities of the Company or Beneficiary under the Contract (Rights of Third Parties) Act 1999 to any person other than a party to it.

13.8 The formation, construction, validity and all aspects of this Contract are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

14. COMMUNICATION

14.1 All written communications between the parties about this Contract must be delivered by hand or sent by pre-paid first class post or by e-mail for the following addresses:

14.1.1 (in case of communications to the Company) to its registered office or such other address as shall be notified to the Buyer by the Company;

14.1.2 (in the case of the communications to the Buyer) to the registered office of the address (if it is a company) or its or any other offices or addresses of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Buyer.

14.2 Communications shall be deemed to have been received:

14.2.1 if sent by first-class mail posted at 9:00 a.m. and received by the Company at 9:00 a.m.

14.2.2 if sent by facsimile transmission on a working day prior to 4:00 p.m., at the time of transmission and otherwise on the next working day.