

STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

1.1 Definitions. In these conditions the following definitions apply:

Business Day: means a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.

Conditions: means the terms and conditions set out in this document as amended occasionally in accordance with clause 18.5.

Contract: means the contract between the company and the customer for the sale and purchase of Goods and Services in accordance with these conditions.

The Seller means Watguard Services Limited (Registered in England and Wales 6813833).

The Buyer means the firm, company or person who purchases Goods or Services from the Company.

Delivery Location: has the meaning set out in clause 7.1.

Force Majeure Event: has the meaning set out in clause 16.

Goods and/or Services means the Goods/Services (and any part of them) supplied or agreed to be supplied to the Customer by the Company as set out in the order.

Order: The Customer's order for Goods and/or Services, whether submitted verbally or in writing by the Customer to the Company, or as set out in the Customer's purchase order form, or the Company's written acceptance of the order to the Customer, or any alteration thereto, as may be the cause.

Specification: any specification for the Goods and/or Services, including any related plans and drawings that are agreed in writing by the Customer and the Company.

The Goods: means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted, or extended at the relevant time.

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

1.4 Construction. In these Conditions the following rules apply:

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors or permitted assigns.

(c) A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(d) 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 these terms.

(e) A reference to writing or written includes faxes and emails.

2. CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of all other terms and conditions (including any terms and conditions which the Customers purports to impose or incorporate, or which are implied by trade, custom, practice or course of dealing under any Order, confirmation of order, specification or other document).

2.2 The Order or acceptance of quotation for Goods by the Customer from the Company shall be deemed to be an offer by the Customers to buy Goods and/or Services subject to these conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 No Order placed by a Customer shall be deemed to have been accepted by the Company until a written acceptance of Order is issued to the Customer or (if earlier) when the Company delivers the Goods to the Customer, at which point the Contract shall come into existence.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, or representation made or given by or on behalf of the Company which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained within any of the Company's marketing material are produced for the sole purpose of giving an approximate idea of Goods described in them. They shall not form part of the Contract or have any contractual force.

3. BASIS OF SALE

3.1 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.

3.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

3.3 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Buyer may not be withdrawn cancelled or altered prior to acceptance by the Seller and no contract for the sale of the Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the goods or has accepted an order placed by the Buyer by whichever is the earlier of:-

3.3.1 The Seller's written acceptance;

3.3.2 Delivery of the Goods; or

3.3.3 The Seller's invoice.

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

4. ORDERS AND SPECIFICATIONS

4.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

4.2 The specification for the Goods shall be those set out in the Seller's sales documentation unless varied expressly in the Buyer's order (if accepted by the Seller). The Goods will only be supplied in the minimum units (or multiples) stated in the Seller's price list or in multiples of the sales order as specified. Orders received for quantities other than these will be adjusted accordingly, illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller.

4.3 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

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

4.5 All call off orders to include a maximum of 3, 6 or 9 months duration. For a call off order to be accepted it must include and clearly state; the duration, call off schedule and project manager details. Any outstanding quantity s will be delivered and invoiced to the branch at the end of its duration. All deliveries must be sent to branch FOC.

5. PRICE

5.1 Quotations: indicate the price at which the Company would be willing to supply Goods and/or Services if an Order is placed within 90 days of the quotation date (provided that the Company has not previously withdrawn it) and the Company dispatches an acknowledgement of the order to the Customer. A quotation for the Goods and/or Services given by the Company shall not constitute an offer. If the quotation is not accepted within 90 days then it will be deemed to have been withdrawn unless otherwise stated.

5.2 The price of the Goods shall be the price listed in (seller's discretion) current at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer.

5.3 Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 30 days only or such lesser time as the Seller may specify.

5.4 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

5.5 [The Seller will allow the Buyer quantity discounts subject to and in accordance with the conditions set out in the Seller's published price list for the Goods current at the date of acceptance of the Buyer's Order.]

5.6 [Any settlement discount specified by the Seller in the Contract will be allowed by the Seller to the Buyer in respect of Goods for which payment is received by the Seller on or before the due date and otherwise in accordance with the payment terms set out in these Conditions and provided that no other amounts owing by the Buyer to the Seller are overdue and unpaid.]

5.7 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are inclusive of the Seller's charges for packaging and transport.

5.8 The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

6. PAYMENT

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

6.2 The Buyer shall pay the price of the Goods (less any discount or credit allowed by the Seller, but without any other deduction credit or set off) within 30 days of the date of the Seller's invoice or otherwise in accordance with such credit term as may have been agreed in writing between the Buyer and the Seller in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

6.3 All payments shall be made to the Seller as indicated on the form of acceptance or invoice issued by the Seller.

6.4 The Seller is not obliged to accept orders from any customer or buyer who has not supplied the Seller with references satisfactory to the Seller; if at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further goods will be delivered to the Buyer other than against cash payment and notwithstanding Clause 6.2 of these conditions, all amounts owing by the Buyer to the Seller shall be immediately payable.

6.4 The Company reserves the right to suspend further deliveries or performance and/or to cancel allowance of further credit in the event of any payment not being made when due or if the Company at its discretion at any time considers the financial circumstances of the Customer have ceased to justify the terms allowed.

6.5 If the Customer disputes invoice pricing he must record his dispute in writing to the Company within 14 days of receipt of the relevant invoice. Payment shall not be delayed by Customers own inspection arrangements or any other internal procedures of the Customer or other third parties and where goods are delivered in instalments payment for one instalment is not to be withheld by reason of any query on any other instalment.

6.6 Interest shall be payable at the discretion of the Company on all overdue sums at the rate of interest for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 of 8 per cent per annum over the official dealing rate in force on the 30th June (in respect of interest which starts to run between 1st July and 31st December) or the 31st December (in respect of interest which starts to run between 1st January and 30th June) immediately before the day on which statutory interest starts to run. The Customer must pay, by the relevant due date(s), all amounts not in dispute (disputes having been advised within the prescribed time limits). Non-payment of the undisputed balance of an invoice is not acceptable and will be treated as any other overdue debt.

7. DELIVERY

7.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the place in the United Kingdom specified in the Buyer's order and/or the Seller's acceptance as the location to which the Goods are to be delivered by the Seller or, if no place of delivery is so specified, by the Buyer 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.

7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer.

7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

7.4 If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations

STANDARD TERMS AND CONDITIONS OF SALE

required to enable the Goods to be delivered on that date, the Seller shall be entitled upon given written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provision of Condition 10.1 of these Conditions risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

8. NON-DELIVERY

8.1 If the Seller fails to deliver the Goods or any of them on the Delivery Date other than for reasons outside the Seller's reasonable control or the Buyer's or its carrier's fault:-

8.1.1 If the Seller delivers the Goods at any time thereafter the Seller shall have no liability in respect of such late delivery;
8.1.2 If the Buyer gives written notice to the Seller within 10 Business Days after the Delivery Date and the Seller fails to deliver the Goods within 30 Business Days after receiving such notice the Buyer may cancel the order and the Seller's liability shall be limited to the excess (if any) of the cost of the Buyer (in the cheapest available market) of similar goods to those not delivered over the price of the Goods not delivered.

9. INSPECTION/SHORTAGE

9.1 The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.

9.2 Where the Goods cannot be examined the carriers note or such other note as appropriate shall be marked "not examined".

9.3 The Seller shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the terms of this clause are not complied with and, in any event will be under no liability if a written complaint is not delivered to the Seller within 7 days of delivery detailing the alleged damage or shortage.

9.4 In all cases where defects or shortages are complained of the Seller shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Seller before any use is made thereof or any alteration or modification is made thereto by the Buyer.

9.5 Subject to condition 9.3 and condition 9.4, the Seller shall make good any shortage in the Goods and where appropriate replace any goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

10. RISK AND RETENTION OF TITLE

10.1 Risk of damage to or loss of the Goods shall pass to the Buyer at:

10.1.1 In the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or

10.1.2 In the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.

10.3 [Sub-clause 10.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Seller and the Buyer has repaid all moneys owed to the Seller, regardless of how such indebtedness arose.]

10.4 Until payment has been made to the Seller in accordance with these Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as Bailee for the Seller and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks.

10.5 In the event that the Buyer sells or transfers the Goods to a third party before legal and beneficial title has passed to him under these Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to the Seller) shall be held by the Buyer on behalf of the Seller. The Buyer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Seller's behalf are identified as such.

10.6 [The Seller may, in accordance with the provisions of the Companies Act 1985, register any charge created by these Conditions.]

10.7 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

10.8 The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. The Buyer irrevocably authorises the Seller to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Seller retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-clause 10.4.

10.9 The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if;

10.9.1 The Buyer commits or permits any material breach of his obligations under these Conditions;

10.9.2 The Buyer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors;

10.9.3 The Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

10.9.4 The Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or 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.

11. ASSIGNMENT

11.1 The Seller may assign the Contract or any part of it to any person, firm or company.

11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

12. DEFECTIVE GOODS

12.1 If on delivery any of the Goods are defective in any material respect and either the Buyer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery "condition and contents unknown" the Buyer gives written notice of such defect to the Seller within three business days of such delivery, the Seller shall at its option:-

12.1.1 Replace the defective Goods within 56 days of receiving the Buyer's notice; or

12.1.2 Refund to the Buyer the price for the goods which are defective; But the Seller shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Goods if delivery is not refused or notice given by the Buyer as aforesaid.

12.2 No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Goods returned which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Seller's sole discretion the Seller shall refund or credit to the Buyer the price of such defective Goods but the Seller shall have no further liability to the Buyer.

12.3 If the Buyer purchases any Goods within six months of the launch of such goods the Buyer shall have the right to return the Goods or any part of such order within 1 months of delivery, provided always that the Buyer exercising such right shall:-

12.3.1 Return such goods at his risk and cost; and

12.3.2 Indemnify the Seller against any cost incurred by the Seller in rectifying any deterioration of the Goods caused by incorrect storage or use while in the Buyer's hands.

12.4 If items purchased become defective under normal operating conditions, within 2 years of purchase, it will be repaired or replaced free of charge in conformity with the terms here in and with those of the standard terms and conditions of sale.

12.4.1 The guarantee covers both materials and workmanship to repair the faulty goods (at no time is installation of any purchased product covered under this warranty), and the repair shall be carried out free of charge. We reserve the right to replace the product if it cannot be repaired economically. Packaging, installation costs and any other costs or risks indirectly related to the actual repair, are not included in the warranty services and will be charged.

12.4.2 Warranty invalid on any Waterguard controller used in conjunction for the measurement and isolation of water that is not supplied by the Seller.

12.5 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Goods without the Seller's approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.

12.6 Subject as expressly provided in these Conditions, and except where the Goods are sold under a consumer sale, all

warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.7 Where the Goods are sold under a consumer sale the statutory rights of the Buyer are not affected by these Conditions.

12.8 Except in respect of death or personal injury caused by the Seller's negligence, or as expressly provided in these Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.

12.9 The Buyer shall be responsible to ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory handling and sale of the Goods by the Buyer is carried out in accordance with directions given by the Seller or any competent governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this condition.

13. BUYERS DEFAULT

13.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-

13.1.1 Cancel the order or suspend any further deliveries to the Buyer;

13.1.2 Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

13.1.3 Charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of two per cent per annum above National Westminster Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

13.2 This condition applies if:-

13.2.1 The Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or

13.2.2 The Buyer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or

13.2.3 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

13.2.4 The Buyer ceases, or threatens to cease, to carry on business; or

13.2.5 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.

13.3 If Condition 13.2 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14. LIMITATION OF LIABILITY

14.1 Subject to condition 7, condition 8 and condition 13, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

14.1.1 Any breach of these conditions;

14.1.2 Any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

14.1.3 Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

14.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

14.3 Nothing in these conditions excludes or limits the liability of the Seller:

14.3.1 For death or personal injury caused by the Seller's negligence; or

STANDARD TERMS AND CONDITIONS OF SALE

14.3.2 For any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or

14.3.3 For fraud or fraudulent misrepresentation.

14.4 Subject to condition 14.2 and condition 14.3:

14.4.1 The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

14.4.2 The Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

15. CONFIDENTIALITY, PUBLICATION AND ENDORSEMENTS

The Buyer undertakes to the Seller that:-

15.1.1 The Buyer will not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises note paper visiting cards advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its Licensor;

15.1.2 The Buyer will use all reasonable endeavours to ensure compliance with this Condition by its employees, servants and agents.

15.2 This Condition shall survive the termination of the Contract.

16. FORCE MAJEURE

16.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to Sub-clause 17.2) the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

16.2 Sub-clause 17.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

16.3 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

16.4 If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

17. COPYRIGHT

All copyright and intellectual property rights of whatever nature that subsist in any specifications, drawings, plans, designs and technical documents and information supplied by the Seller are and shall remain the Seller's property absolutely, and the Buyer undertakes to keep confidential and not to modify or make any copy of any such specifications, drawings, plans, and technical documents.

18. GENERAL

18.1 Assignment and subcontracting: The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

18.2 Waiver: No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

18.3 Severance: If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

18.4 Third Party Rights: A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

18.5 Variation: Except as set out in these conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Seller.

18.6 Governing Law and Jurisdiction: The Contract shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English court.