

OPTILAN (UK) LIMITED STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATION - In these conditions "The Company" means Optilan (UK) Ltd or Optilan International Ltd T/as Optilan Communication Systems and authorised representative acting on behalf of the Company and "the Buyer" means the individual, firm, company or other party with whom the Company contracts. "Supply" includes (but is not limited to) any supply under a contract of sale. "International Supply Contract" means such a contract as is described in section 26(3) of the Unfair Contract Terms Act 1977.
2. CONTRACT TERM, VARIATIONS AND REPRESENTATIONS
 - 2.1 No order in pursuance of any quotation or otherwise shall be binding on the Company unless and until such order is accepted by the Company. Quotations may be subject to a site survey being made by one of the Company's technical sales staff and the Company reserves the right to amend any designs following a site survey. Any extra costs or expenses arising from such amendments shall be the responsibility of and paid for by the Buyer and shall be added to the Contract price. Any contract made between the Company and the Buyer (herein called the "Contract") shall be subject to these conditions and save as aforementioned no representative or agent of the Company has authority to agree any terms or make any representations inconsistent with them or to enter into any contract except on the basis of them; any such term representation or contract will bind the Company only if in writing and signed by a director.
 - 2.2 Unless otherwise agreed in writing by the Company these conditions shall override any terms and conditions stipulated referred to or implied by the Buyer in his order or pre-contract negotiations or any inconsistent terms implied by trade customs, practice or course of dealing.
 - 2.3 Any description contained in the Company's catalogues, samples, price lists or advertising material is intended merely to present a picture of the Company's products and services and shall not form a representation or be part of the Contract.
 - 2.4 In the event that the Company has not given a written acknowledgement of the Buyer's order these conditions, provided the Buyer shall have had prior notice of them, shall nonetheless apply to the Contract.
 - 2.5 The Company reserves the right to correct any clerical or typographical errors made by its employees at any time
 - 2.6 In the case of goods not manufactured or designed by the Company the Company gives no assurance or guarantee whatsoever that the sale or use of the goods will not infringe patent copyright or other industrial or intellectual property rights of any third party.
3. BUYER'S SPECIFICATION AND LIABILITY - Where goods are made to the Buyer's specification, instruction or design, the Buyer undertakes full responsibility for the suitability and accuracy of the specification, instructions or design and undertakes to indemnify the Company against any infringement of any patent, registered design, trade mark, trade name copyright or other intellectual property right and loss, damage or expense which it may incur by reason of such infringement in any country and the Buyer undertakes further to indemnify the Company for any loss damage or expense in respect of any liability arising under or by reason of the provisions of the Consumer Protection Act 1987 or any similar legislation in any country ("the Consumer Protection Acts") in relation to the specification or design of such goods.
4. CHANGES IN SPECIFICATION - The Company reserves the right to make any changes in the specification if the goods (including some or all of the component parts thereof and the material dimensions and design) or services (including goods supplied or services carried out to the Buyer's specification) do not materially affect the quality or performance of the goods and/or services.
5. PRICES
 - 5.1 All prices quoted are for goods EX WORKS unless the quotation states that the prices are for goods DELIVERED. The Company's quotations are provisional and may be altered to take account of any changes taking place between the date of quotation and the Company's acceptance of the Buyer's order in the price of raw materials, rates of wages and other costs of production or in the Buyer's specification, instructions or design or in the event that the Buyer orders part of the quantity referred to in any quotation.
 - 5.2 The Company shall be entitled to increase its price at any time to take account of any increase in the cost to the Company of purchasing goods or materials or manufacturing working on or supplying any goods or services (including any such increase arising from any error or inadequacy in any specification instructions or design provided by the Buyer or any modification carried out by the Company at the Buyer's request) or for work to be carried out other than during normal working hours of the Company and such increased prices ruling at the date of dispatch by the Company or completion of services (as the case may be) shall be substituted for the previous Contract price.
 - 5.3 All accessories and extra parts ordered by the Buyer and all costs of tests, alterations and other work undertaken at the Buyer's request and not specified in the quotation shall be charged for on the invoice, issued in respect of the goods, at the rate then current. The Buyer may at any time request a quotation of these items.
 - 5.4 All prices quoted are exclusive of VAT and the Buyer shall pay any and all taxes duties or other government charges payable in respect of the goods and/or services.
6. DELIVERY AND/OR COMPLETION OF SERVICE
 - 6.1 Unless otherwise agreed in writing by the Company where the goods are sold EX WORKS the Buyer shall take delivery of the goods or any installments thereof at the Company's premises (or nominated collection point) within 7 days after receiving notification from the Company that such goods are ready. The goods shall be the Buyer's risk from the time of loading at the Company's premises. The Company shall be entitled to add to the Contract Price a reasonable charge for packaging where this is required.
 - 6.2 Where the goods are sold DELIVERED the Buyer shall when so required by the Company give to the Company all necessary delivery instructions within 7 days including notifying the Company of any restriction of access such as weight, width, height or unloading hours. The Company may choose the method of transportation unless a specific method has previously been agreed in writing. The risk in the goods will pass to the Buyer when they reach their destination and before off-loading. The Company shall inform the Buyer on the dispatch note the method chosen for transportation.
 - 6.3 If the Contract is an International Supply Contract it shall be deemed to incorporate the latest edition of Incoterms current at the date of the Contract save that in the event of any inconsistency between Incoterms and any express term of the Contract the latter shall prevail. The Company shall be under no obligation to give the Buyer the notice specified in section 32(3) of the Sale of Goods Act 1979. The Buyer shall if so requested by the Company provide a letter of credit in a form approved by the Company prior to the goods being dispatched by the Company.
 - 6.4 The risk in goods which the Company agrees to supply shall pass to the Buyer on delivery as defined in clauses 6.1 or 6.2 hereof or on the date the Buyer defaults in his obligations under clause 6 or the date (if earlier) on which, the goods being ready for delivery is postponed at the Buyer's request.
 - 6.5 The Company shall not be liable for any loss of or damage sustained by any goods left with the Company howsoever caused and whether or not attributable to negligence on the part of the Company or negligence or willful default on the part of any servant or agent of the Company.
 - 6.6 Should the Company be delayed in or prevented from making delivery of the goods or carrying out the services due to war, governmental or parliamentary restrictions, advice from UK government agencies, strike, lock-outs, fire, floods, explosions, labour disturbances, trade disputes, damage to or destruction of the goods, breakdown of machinery, shortage of labour or of raw materials or Act of God or due to any other cause whatsoever beyond the control of the Company the Company shall be at liberty to cancel or suspend the order placed by the Buyer without incurring any liability for any loss or damage arising therefrom and without prejudice to any other remedy the Company will exercise the right set out in clause 6.9 below subject to the following precedent. The event defined herein will have made such performance impossible. It will not have been foreseeable and it will not be attributable to the Company.
 - 6.7 While the Company will endeavour to deliver the goods or complete the services by any date or within any period agreed upon, such dates and periods are estimates only given in good faith and the Company will not be liable for any failure to deliver or complete by such a date or within such a period. Moreover, the Company shall be entitled to effect delivery in advance of any agreed date upon giving reasonable notice to the Buyer or to defer delivery until any monies due from the Buyer have been received. Dates quoted for delivery of orders not requiring installation by the Company refer to dates upon which goods are ready for dispatch but dates for delivery of orders requiring installation refer to dates on which goods will arrive on site. Whenever delivery in advance occurs the Company will be entitled to submit a claim for acceleration and/or re-sequencing costs and such substantiated compensable costs will be added to the Contract price and paid by the Buyer within 30 days of the date of submission of such claim(s).
 - 6.8 The Company will try to comply with reasonable requests by the Buyer for postponement of delivery but shall not be under any obligation to do so.
 - 6.9 The Company will submit claim(s) for disruption and prolongation damages, as applicable, and such substantiated compensable costs will be added to the Contract price and paid by the Buyer within 30 days of the date of submission of such claim(s).
7. PAYMENT
 - 7.1 For the purpose of this clause the goods shall mean the whole or any installment of the goods which the Company has agreed to supply or to which the Company has agreed to carry out work and the relevant date shall be the date on which (i) the Buyer takes delivery of the goods at the Company's premises or (ii) the Company dispatches the goods or (iii) the Buyer defaults in his obligations under clauses 6.1 or 6.2 hereof whichever shall first occur or (iv) (in the case of services) the services or any part thereof are carried out.
 - 7.2 Unless otherwise specified in writing by the Company payment shall be made by the Buyer net cash not later than 30 days after the relevant date. In the case of contracts for the supply of goods and/or services exceeding £10,000 in the case of standard stock item products or systems and £1,000 in the case of non-standard item products or systems the Company reserves the right to call for payments by installments on demand comprising interim progress payments and a final payment in accordance with schedules previously agreed with the Buyer and such payments shall be made by the Buyer forthwith on the dates or at the stage specified in such schedules. Time for payment shall be of the essence of the Contract. Without prejudice to any other rights of the Company interest will be payable on all overdue accounts at Midland Bank PLC base rate plus 5% and for the purpose of clauses 8 and 11 hereof the full purchase price for the goods and/or service shall include any interest payable hereunder.
 - 7.3 If the Company issues a monthly statement of account to the Buyer then disputes in payments arising therefrom will not be considered unless details are submitted in writing to the Credit Controller of the Company within 14 days of the date of issue
8. CANCELLATION/TERMINATION/RETURNS
 - 8.1 If the Buyer shall fail to make any payment when it becomes due or shall enter into any composition or any arrangement with his Creditors or if being an incorporated company shall have an administrative receiver or administrator appointed or shall pass a resolution for winding up or a Court shall make an order to that effect or if there shall be any breach by the Buyer of any of the terms and conditions hereof the Company may defer or cancel any further deliveries and treat the Contract as determined but without prejudice to its right to the full purchase price for goods delivered and services provided and damages for any loss suffered in consequence of such determination.
 - 8.2 Cancellation of orders will only be accepted if previously agreed in writing and the following will apply'. Cancellation of orders over £5000 - 60% cancellation charge. Cancellation of orders under £5000 - 50% cancellation charge. Cancellation of orders for non-standard products to be paid in full.
 - 8.3 A charge will be made for any costs incurred by the Company due to suspension or deferment of any order by the Buyer or in the event that the Buyer defaults in collecting or giving instructions for the delivery of any goods or the carrying out of any services.
 - 8.4 Subject to the provisions of clause 10 goods returned by the Buyer will only be accepted at the discretion of the Company given in writing and provided that a restocking charge (details of which are available on request) is paid by the Buyer to the Company forthwith.
 - 8.5 Within 14 days of the issue by the Company of a notice of cancellation of any order the Buyer shall pay to the Company the outstanding balance of the Contract price of the goods and services which either have been or are ready to be delivered or performed and the costs incurred by the Company up to the date of notice of termination in performing work on goods which are not then in a deliverable state plus a reasonable margin to be agreed between the parties which shall not be less than 25%.

OPTILAN (UK) LIMITED **STANDARD TERMS AND CONDITIONS OF SALE**

9. LOSS OR DAMAGE IN TRANSIT

- 9.1 The Buyer will carefully examine the goods on receipt and notify the carrier immediately of any damage, loss or shortage. No claim for damage in transit, shortage of delivery or loss of goods will be entertained unless the Buyer shall have given to the Company written notice of such damage, shortage or loss with reasonable particulars thereof within the following limits:
- 9.1.1 Goods by rail: in the case of damaged goods or shortages within 3 days after receipt and in the case of total loss within 21 days after the date of notification of dispatch.
- 9.1.2 Goods by road: in the case of damaged goods or shortages within 3 days after receipt and in the case of total loss with 7 days after the date of notification of dispatch.
- 9.1.3 Goods by air: in the case of damaged goods or shortages within 3 days after receipt and in the case of total loss within 30 days after the date of notification of dispatch.
- 9.1.4 Goods by sea: in the case of damaged goods or shortages within 3 days after receipt and in the case of total loss within 42 days after the date of notification.
- 9.2 The Company's liability, if any, shall be limited to replacing or (in its discretion) either repairing such goods or crediting the purchase price of such goods and it shall be a condition precedent to any such liability that the Buyer shall if so requested have returned damaged goods at the Company's expense to the Company within 14 days of such request. The Company shall have no liability for any consequential loss arising out of such damage shortage or loss as aforesaid.

10. LIMITATION OF LIABILITY

- 10.1 The Company's liability in respect of any defect in or failure of goods supplied or work done (which expression shall, without prejudice to its generality, include all work done in or in connection with the design, manufacture testing, erection, installation repair or servicing of any goods) is limited to replacing or repairing or paying for the repair of goods within 12 months of delivery to the Buyer are found to be defective by reason of faulty or incorrect design workmanship parts or materials and carrying out again any services which the Company has failed properly to perform in accordance with the contract which within 12 months of completion are found not to have been properly performed.
- 10.2 In the event of any error in any weight, dimension, capacity, performance or other description or information which has formed a representation or is part of a contract the Company's liability in respect of any direct loss or damage sustained by the Buyer as a result of such error shall not exceed the price of the goods or services in respect of which the description or information is incorrect. For the avoidance of doubt the Company's liability on any claim whether in contract, tort (including negligence) or otherwise, for any loss of or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, use or performance of the goods shall in no case exceed the price allocable to the goods, or part thereof, which gives rise to the claim, except as specifically provided for in the warranty provisions above. In no event shall the Company be liable for special, indirect or consequential damages, loss of profit or revenue, loss of use, cost of capital, down-time costs or costs of substitute goods, facilities, services or replacement power.
- 10.3 Conditions precedent to the Company's liability under sub-clauses 10.2 and 10.3 shall be that:
- 10.3.1 The goods have not (without the Company's written consent) been altered or repaired or fitted with incompatible accessories,
- 10.3.2 The defect is not attributable to improper or negligent use of the goods other than by the Company,
- 10.3.3 As soon as reasonably practical the Buyer shall have given to the Company reasonable notice of the defect, failure or error together with full particulars of the alleged defect, serial number of the goods (where applicable) and the original invoice number,
- 10.3.4 As soon as reasonably practicable the Buyer shall have either returned goods to the Company at the Company's expense or provided authority for the Company's servants or agents to inspect them as the Company may request,
- 10.3.5 The goods are not moved from the position in which they have been installed. The Company shall have no other or further liability in respect of any direct or consequential loss or damage sustained by the buyer arising from or in any connection with such defect failure or error as aforesaid.
- 10.4 In the event that the goods are found to be defective as specified in clause 10.1 and the defective part was not manufactured by the Company the Buyer undertakes to co-operate with the Company in any steps the Company may take to obtain reimbursement or redress from the Seller or manufacturer of such part.
- 10.5 Where the Company agrees to repair or replace goods or carry out any services in accordance with the foregoing provisions of this clause any time specified for delivery under the contract shall be extended for such period as the Company may reasonably require and the Company shall deliver such goods free of charge.
- 10.6 Save for such terms as may be implied in the contract by section 12 of the sale of goods act 1979 or section 2 of the supply of goods and services act 1982 all conditions, warranties and other terms express or implied, statutory or otherwise are expressly excluded save insofar as contained herein or as otherwise expressly agreed by the Company in writing provided that if and insofar as any legislation or any order made thereunder shall make or have made it unlawful to exclude or purport to exclude from the contract any term or shall have made unenforceable any attempt to exclude any such term the foregoing provisions of this clause will not apply to any such terms.
- 10.7 Save as herein before provided and subject to the provisions of section 2(1) of the Unfair Contract Terms Act 1977 the Company shall not be liable to the Buyer for any damage or for any direct or consequential loss incurred by the Buyer in consequence of any negligence on the part of the Company or negligence or willful default on the part of its servants or agents in or in connection with the supply of any goods or the design of manufacture thereof or in the carrying out of any work or the provision of any Information.
- 10.8 The Buyer undertakes to indemnify the Company in respect of any liability whatsoever in respect of death or injury to any person or any damage to any property attributable to the Buyer's improper or negligent use of the goods.
- 10.9 In the case of an International Supply Contract which shall not be governed by English law, the Company accepts that the laws of some jurisdictions limit or do not allow the disclaimer of consequential damages. If the laws of such a jurisdiction apply to any claim by or against the Company, the limitations and disclaimers contained herein shall be to the greatest extent permitted by law.

11. PROPERTY IN GOODS

- 11.1 The following provisions shall apply to all contracts relating to goods which under the Contract (other than an International Supply Contract) the Company agrees to supply to the Buyer. No termination of the contract shall prejudice, limit or extinguish the Company's rights under this clause Payment shall mean payment in cash such that the Company's acceptance of a cheque shall constitute conditional payment only until such cheque has been cleared and cash received,
- 11.1.1 Upon delivery of the goods the Buyer shall hold the goods solely as bailee for the Company and the goods shall remain the property of the Company until such time the Buyer shall have paid to the Company the full purchase price of all goods or services supplied under the contract or any other contract. Until such time the Company shall be entitled to recover the goods or part thereof and for the purpose of exercising such right the Company its employees and agents with appropriate transport may enter upon the Buyers premises and any other location where the goods are situated.
- 11.1.2 Before payment in full is made the Buyer shall be entitled to use the goods in the normal course of its business but on the condition that the property in the goods or any articles manufactured from or incorporating the goods shall vest in the Company and the Buyer shall notify any sub-customer of the fact that the Buyer is not in a position to pass the title to the goods until such times as the conditions herein contained may have been satisfied by payment.
- 11.1.3 Before Payment in full is made the Buyer shall have power to resell the goods or any articles manufactured from or incorporating the goods as provided in clause 11.1.2 hereof (as principle towards the sub-customer but as agent and fiduciary between the Buyer and the Company) the proceeds of the sale thereby arising belonging to the Company. The Buyer shall immediately from receipt of the proceeds of the sale, and whether or not payment has become due under clause 7 remit the Company the full purchase Price of the goods sold on less any part thereof which has been paid and until such amount has been so remitted shall hold such proceeds of sub-sale as trustee and agent for the Company in a separate designated account in trust for the Company
- 11.1.4 The Buyer shall maintain all appropriate insurance in respect of the goods from the date or dates on which the risk therein passes to it. In the event of any loss or damage incurring while the goods remain the property of the Company the Buyer shall immediately on receipt of the insurance monies remit to the Company the full purchase price of the goods lost or damaged less part thereof which has already been paid and until such amount has been remitted shall hold such amount as trustee for the Company in the separate designated account referred to in clause 11.1.3 hereof.
- 11.1.5 The licenses granted under clauses 11.1.2 and 11.1.3 above shall be terminable forthwith at any time upon notice by the Company to the Buyer
- 11.2 In the case of international Supply contracts properly in the goods shall pass to the customer upon delivery.

12. INSTALLATION AND OTHER SERVICES

- 12.1 If under the Contract the Installation testing or servicing of the goods or any other goods is to be carried out by or under the supervision of the Company. The Buyer warrants that it will take all necessary preparations to the site which the Company deems necessary by such date as may be specified in the Contract or as may be reasonably required by the Company The Buyer further warrants that it will provide suitable access to and possession of the site and all Information equipment and facilities required to enable the Company to perform its obligations. The Buyer warrants that such equipment or facilities are in a safe condition and in good working order the Buyer agrees to Indemnify the Company against any loss, damage, expense or liability it may incur as a result of a breach of the foregoing warranty by the Buyer
- 12.2 The Buyer will ensure that the Company's employees and agents are able to carry out their work with continuity and without hindrance and any expense incurred by the Company as a result of the Buyer's failure to ensure will be charged extra.
- 12.3 The Company will indemnify the Buyer in respect of any direct damage to property caused in the course of installation, testing, servicing or repair by the negligence of the Company or the negligence of willful default of its servants or agents provided that the Company's liability hereunder shall not exceed the price payable under the Contract.
- 12.4 The Company reserves the right to sub-contract the installation of the goods or the performance of any other services required under the Contract.
- 12.5 The Buyer warrants that it will at all times provide a safe working environment for the Company's employees & sub-contractors and will comply with all statutory or other regulations and codes of practice in connection therewith and will indemnify the Company in respect of any loss incurred by the Company due to the Buyers breach of such warranty.
- 12.6 The Buyer shall insure to the full value thereof and provide adequate protection for all machinery and equipment of the Company and all plant, machinery, materials and the goods on the site during the course of installation and until removal against all loss or damage howsoever caused otherwise than by reason of the neglect or default of the Company its employees or agents.
- 12.7 Any persons provided by the Buyer to assist in the performance or the erection or other work shall be deemed to be an Employee of the Buyer and the Buyer shall indemnify the Company against all and any claim, demand, costs, charges and expenses in respect of claims arising in respect of such persons or due to the act or default of such persons save where the same is due to the negligence of the Company or its agents.
- 12.8 The Buyer will indemnify the Company against any claim arising out of any instruction given by the Buyer save where the claim arises due to the negligence of the Company.
- 12.9 Civil Duct Construction Works shall be supplied and managed in accordance with the terms and conditions of contract commonly known as "the ICE Conditions of Contract" 7th Edition. Unless otherwise stipulated in the quotation Street Works Licences shall be provided at no cost to the Company. Site Surveys shall not include the digging of trial holes.
- 13 TESTING - If the Company agrees that any tests shall be carried out in the presence of the Buyer or his representative the Company shall notify the Buyer of the date on which it is or will be ready to carry out such tests and the Buyer undertakes that it or its representative will attend at the premises where the goods are situated on the date specified by the Company for the purpose of witnessing the tests and agrees that in default of such attendance the Company may proceed with the tests in his absence and the Buyer shall be bound by the results thereof.

OPTILAN (UK) LIMITED **STANDARD TERMS AND CONDITIONS OF SALE**

- 14 INFORMATION/TRADE MARKS/SAFETY - 14.1 The Buyer warrants that it will pass on to all third parties to whom it may supply the goods or to whom the goods are supplied all information as to the use and safe handling of the goods as may have been passed on to the Buyer by the Company
- 14.2 The Company has set out in its design manuals and assembly instructions detailed information on the safe use and design application of the goods and the Buyer covenants that it will strictly adhere to the same and will not use or install the goods where the design for the application of the goods is not one which the Company has approved in writing. FAILURE TO ADHERE TO SUCH INSTRUCTIONS COULD RENDER THE USE OF THE GOODS UNSAFE. ANY MODIFICATION BY THE CUSTOMER TO THE GOODS WILL CHANGE THE ESSENTIAL CHARACTERISTICS THEREOF within the terms of the Consumer Protection Acts and the Buyer will become the manufacturer thereof for the purpose of the Consumer Protection Acts.
- 14.3 The Buyer warrants that any system supplied by the Company incorporating moving parts will be kept in good condition and working order and maintained as required by the Company's specification. FAILURE TO DO SO COULD AFFECT PERFORMANCE AND SAFETY and may invalidate warranty.
- 14.4 The Customer will indemnify and keep indemnified the Company against any loss, damage, claims, expenses or liabilities arising as a consequence of the Customer's failure to comply with its obligations in clauses 14.1 or 14.2 or 14.3 or arising out of any claims made against the Company pursuant to the Consumer Protection Acts which arise wholly or in part from the Buyer's failure to comply with obligations on its part to be performed whether pursuant to the Contract or the general law.
- 14.5 The Buyer shall not erase, remove or replace without the Company's prior consent any trademark label or name affixed to the goods.
- 15 DESCRIPTIONS, DRAWINGS, DATA CONFIDENTIAL INFORMATION - The Company reserves the copyright and all other intellectual property rights in all its drawings, sketches, plans, prints and other documents or data. No reproduction thereof shall be made without permission of the Company and the Buyer shall not transfer or part with possession to a third party, of any of the above without the written permission of the Company.
- 16 PLANNING, PERMISSION, LICENCES, REGULATIONS, BYE-LAWS - 16.1 The Company accepts no responsibility for failure to comply with any building regulations, statutory or other regulation or local by-law affecting the siting, use operation or construction of the goods. The Buyer shall obtain all consents and approvals required unless the Company agrees in writing to obtain the same on behalf of the Buyer. If the Buyer instructs the Company to proceed prior to obtaining the necessary consents or approval the Buyer will accept full responsibility for the Company proceeding and will indemnify the Company against any liability, claim, loss, penalty costs or damage it may suffer as a result thereof
- 16.1 The Buyer will pay all fees and charges made by any person or authority in connection with regulations or the passing of plans
- 17 IMPORT LICENCES - Where applicable the Buyer shall obtain an Import Licence and shall comply with all regulations governing the admission of goods into the Country of delivery. The Buyer shall indemnify the Company against any liability it suffers as a result of the failure by the Buyer to comply with this clause.
- 18 GOVERNING LAW - The proper law of all contracts with the Company shall be English Law which shall govern in all respects the construction and effect of such contracts and of these Conditions. The Buyer agrees that in the event of any dispute arising out of the Contract or the performance thereof he will submit to the jurisdiction of the English Courts.
- 19 HEADINGS - The headings in these conditions are for convenience only and are not for the purpose of reference or interpretation.
- 20 WAIVER - No failure by the Company to enforce strict compliance by the Buyer with any of these provisions shall constitute a waiver thereof or in any way prejudice the rights of the Company.
- 21 NOTICES - Any notice required to be served by either party must be served in writing and sent to the Company at its principal office of trading and to the Buyer at the address given by the Buyer in his order. Where in these conditions a period is specified within which notice is to be given such notice must reach the party within that period.
- 22 DOCUMENTATION - When supplying documentation, unless otherwise agreed in writing the Company shall only provide a maximum of 2 document updates. If additional updates are required or are not in the requested electronic formats then the Company reserves the right to review its quote.
- 23 CREDIT CHECK - We reserve the right to perform a credit check on all non-established customers. If the credit check is failed then we reserve the right to only supply goods and services after the receipt of monies after the issuing of a pro-forma invoice by the Buyer to the Company.
- 24 BUYER'S VARIATIONS- 24.1 The Buyer may at any time during the Contract require the Company to revise the dates and time scales specified in any programme, including the date for acceptance, and/or pursuant to Clause 5.2 to undertake any reasonable alteration or addition to or omission from the goods or equipment ("Buyer's Variation"). If a Buyer's Variation is required, the Buyer shall formally request the Company to provide a proposal in writing setting out the effect of the proposed Buyer's Variation on the goods or equipment and what adjustment if any will be required to the specification(s), the Contract Price and/or to the dates and time scales specified in any programme.
- 24.2 The Company shall not and shall have no obligation to implement the relevant Buyer's Variation unless and until the relevant proposal or any mutually agreed amended proposal has been accepted by the Buyer in writing. Upon such acceptance the relevant proposal or mutually agreed amended proposal (as the case may be) as so accepted, shall constitute a Buyer's Variation for all the purposes of this Condition and the Contract.
- 24.3 The Company shall be under no obligation to implement any Buyer's Variation which could in its opinion give rise to a defect and to the extent that the Company agrees to implement such Buyer's Variation, Company disclaims responsibility therefore in writing, any defect in the goods or equipment shall not be a defect for any purpose of the Contract.