

CONDITIONS OF SALE



1. INTERPRETATION

(I) THE PURCHASER - SHALL MEAN THE PARTY WHO ENTERS INTO A CONTRACT WITH THE SELLER FOR THE GOODS.

GOODS - SHALL MEAN ANY EQUIPMENT, PARTS, MATERIALS AND WORK SPECIFIED IN THE SELLER'S OFFER.

SELLER - SHALL MEAN WEIR VALVES & CONTROLS UK LTD
CONDITIONS - SHALL MEAN THE TERMS SET OUT HEREIN AND ANY SPECIAL TERMS APPENDED TO THESE TERMS BY SELLER.

CONTRACT - SHALL MEAN THE AGREEMENT BETWEEN THE SELLER AND PURCHASER FOR THE SUPPLY OF GOODS IN CONSIDERATION OF THE FULL CONTRACT PRICE.

(II) THE LAYOUT AND HEADINGS HEREIN ARE FOR CONVENIENCE AND SHALL NOT EFFECT THEIR INTERPRETATION.

2. ACCEPTANCE

(I) UNLESS PREVIOUSLY WITHDRAWN, THE SELLER'S TENDER IS OPEN FOR ACCEPTANCE WITHIN 30 DAYS ONLY FROM THE DATE OF TENDER AND IS SUBJECT TO CONFIRMATION BY THE SELLER AT THE TIME OF THE PURCHASER'S ACCEPTANCE.

(II) ANY ORDER PLACED BY THE PURCHASER AGAINST THE SELLER'S TENDER WILL NOT CONSTITUTE A CONTRACT UNTIL ACCEPTED BY THE SELLER.

(III) IN CASE OF ANY CONFLICT, VARIANCE OR INCONSISTENCY BETWEEN THESE CONDITIONS AND THE TERMS OF THE PURCHASER'S ENQUIRY OR OF THE ORDER OR OF ANY CORRESPONDENCE RELATING THERETO, THESE CONDITIONS SHALL TAKE PRECEDENCE EXCEPT TO THE EXTENT THAT THESE CONDITIONS ARE EXCLUDED OR AMENDED BY THE SELLER IN WRITING.

(IV) THE PARTIES AGREE THAT NEITHER THE SELLER'S TENDER OR THE PURCHASER'S SUBSEQUENT PURCHASE ORDER SHALL, OR INTEND TO, CONFER ANY BENEFIT ON ANY THIRD PARTY WHETHER UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 OR OTHERWISE.

3. CONTRACT LIMITS

THE CONTRACT COMPRISES ONLY THE GOODS SPECIFIED IN THE SELLER'S TENDER OR WHATEVER SUBSEQUENTLY THE SELLER AGREES TO SUPPLY OR PERFORM AS PART OF OR IN CONNECTION WITH THE CONTRACT. NO DOCUMENT, CORRESPONDENCE OR STATEMENT SHALL BE PART OF THE CONTRACT UNLESS SPECIFICALLY REFERRED TO IN THE CONTRACT.

ANY DRAWINGS, PERFORMANCE, SPECIFICATIONS OR OTHER FIGURES INCLUDED IN THE SELLER'S TENDER ARE ESTIMATES OR INDICATIVE ONLY AND ARE NOT GUARANTEED UNLESS SUBSEQUENTLY AGREED IN WRITING.

SELLER RESERVES THE RIGHT TO MAKE ANY CHANGES IN THE DESIGN OR SPECIFICATION OF THE GOODS, PROVIDING ANY CHANGES DO NOT AFFECT THE PERFORMANCE OR FITNESS FOR PURPOSE OF THE GOODS.

THE SELLER MAY SUB-CONTRACT THE WHOLE OR ANY PART OF THE SPECIFIED GOODS.

UNLESS AGREED IN WRITING THE SELLER ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR FAILURE TO COMPLY WITH STATUTORY OR LOCAL REGULATIONS OR BY-LAWS THAT AFFECT THE SITING, CONSTRUCTION OR OPERATION OF THE GOODS SUPPLIED UNDER THE CONTRACT. ANY RELEVANT CONSENTS OR APPROVALS REQUIRED SHALL BE OBTAINED BY THE PURCHASER.

4. CONTRACT PERIOD

(I) ANY TIMES QUOTED FOR DELIVERY OF GOODS OR COMPLETION WILL DATE FROM RECEIPT BY THE SELLER OF THE PURCHASER'S ACCEPTANCE AND ANY AGREED DOWN-PAYMENT TOGETHER WITH ALL INFORMATION AND COMMERCIAL DOCUMENTS THAT THE SELLER REQUIRES TO PROCEED WITH THE WORK. UNLESS OTHERWISE AGREED IN WRITING ANY SUCH TIME SHALL BE TREATED AS AN ESTIMATE ONLY, NOT INVOLVING THE SELLER IN ANY LIABILITY FOR FAILURE TO DELIVER OR COMPLETE WITHIN SUCH TIME.

(II) IN ANY EVENT THE TIME FOR DELIVERY OR COMPLETION SHALL BE EXTENDED BY A REASONABLE PERIOD IF DELAY IN DELIVERY OR COMPLETION IS CAUSED BY THE PURCHASER OR HIS SUB-CONTRACTORS OR BY THE NATURE OR LACK OF THE PURCHASER'S INSTRUCTIONS INCLUDING ANY TESTS OR

INSPECTION BEYOND THOSE SPECIFIED IN THE CONTRACT OR BY ANY SITE CONDITIONS WHICH PREVENT OR INHIBIT PROGRESS OF THE CONTRACT WORK.

(III) WHERE GOODS ARE DELIVERED IN INSTALMENTS, EACH DELIVERY SHALL CONSTITUTE A SEPARATE CONTRACT.

5. PRICE AND EXTRA COSTS

THE CONTRACT PRICE SHALL BE SPECIFIED IN THE CONTRACT. WHERE A PRICE HAS NOT BEEN SPECIFIED, THEN THE PRICE LISTED IN THE SELLER'S PUBLISHED PRICE LIST CURRENT AT THE DATE OF CONTRACT ACCEPTANCE BY THE SELLER SHALL APPLY. THE CONTRACT PRICE WILL BE INCREASED TO COVER ANY DIRECT OR INDIRECT ADDITIONAL COSTS, INCLUDING THE COST OF STORING, INCURRED BY THE SELLER AS A RESULT OF ANY INTERRUPTION, SUSPENSION, DELAY OR ALTERATION CAUSED BY THE PURCHASER OR HIS SUB-CONTRACTORS OR BY THE LACK OF OR CHANGE TO THE PURCHASER'S INSTRUCTIONS, TESTS OR INSPECTIONS AS SPECIFIED IN THE CONTRACT, OR ANY CHANGE INTRODUCED BY THE SELLER, OR CURRENCY EXCHANGE FLUCTUATIONS, OR REGULATIONS AND INCREASES IN THE COSTS OF MATERIALS AND LABOUR.

6. TERMS OF PAYMENT

PRICES QUOTED ARE NET OF VAT IN THE UNITED KINGDOM AND OF ANY OTHER TAX OR DUTY ARISING FROM GOVERNMENT, NATIONAL OR LOCAL DIRECTIVE IMPOSED IN THE PURCHASER'S COUNTRY OR IN THE COUNTRY TO WHICH DELIVERY IS MADE. THE SELLER SHALL BE ENTITLED TO RECOVER FROM THE PURCHASER BY WAY OF ADDITION TO THE CONTRACT PRICE SUCH AMOUNTS AS THE SELLER BECOMES LIABLE TO PAY IN RESPECT OF SUCH TAXES OR DUTIES.

PAYMENT IS DUE AT THE TIME AND IN THE AMOUNT SPECIFIED IN THE SELLER'S TENDER, INVOICE OR AS OTHERWISE AGREED IN WRITING AND SHALL BE OF THE ESSENCE OF THE CONTRACT. IF PAYMENT OF ANY SUM DUE TO THE SELLER IS DELAYED BY THE PURCHASER BEYOND ITS DUE DATE, THE SELLER MAY WITHOUT PREJUDICE TO ANY OTHER RIGHTS;

(I) CANCEL OR SUSPEND ANY FURTHER DELIVERIES TO THE PURCHASER, AND/OR

(II) APPROPRIATE AND ASSIGN ANY PAYMENT MADE BY THE PURCHASER UNDER ANY OTHER CONTRACT WITH THE SELLER AT THE SELLER'S SOLE DISCRETION; AND/OR

(III) CLAIM FROM THE PURCHASER THE FULL CONTRACT PRICE AND/OR

(IV) CHARGE THE PURCHASER INTEREST ON OVERDUE ACCOUNTS AMOUNTING TO 5 PER CENT ABOVE THE BANK OF ENGLAND REFERENCE RATE OVER THE PERIOD OF DELAY.

7. DELIVERY

UNLESS OTHERWISE SPECIFIED IN THE CONTRACT, THE SELLER'S PRICE DOES NOT INCLUDE DELIVERY CHARGES. GOODS AND MATERIALS THAT ARE DELIVERED EX-WORKS MAY BY AGREEMENT BE COLLECTED BY THE PURCHASER AT THE SELLER'S WORKS. WHERE THE SELLER IS REQUIRED TO MAKE DELIVERY THE SELLER WILL DELIVER TO THE PLACE DESIGNATED IN THE CONTRACT, OR IF NOT SO DESIGNATED, TO THE PLACE SPECIFIED IN THE SELLER'S TENDER. ALL AND ANY DELIVERY COSTS INCLUDING DISPOSAL OF PACKING MATERIALS NOT SPECIFICALLY INCLUDED IN THE CONTRACT PRICE WILL BE CHARGED TO THE PURCHASER.

IF THE SELLER IS UNABLE BY REASON OF ANY CAUSE BEYOND HIS REASONABLE CONTROL TO DESPATCH OR SHIP THE GOODS, OR IF THE PURCHASER FAILS TO COLLECT THE GOODS AS THE CASE MAY BE, THE SELLER MAY;

(I) SELL THE GOODS AT THE BEST PRICE READILY OBTAINABLE AND RECOVER FROM THE PURCHASER ANY SHORTFALL BETWEEN THE CONTRACT PRICE AND THE PRICE OBTAINABLE; OR

(II) ARRANGE ON THE PURCHASER'S BEHALF STORAGE OF THE GOODS. UPON SELLER'S NOTIFICATION THE GOODS ARE IN STORAGE, THE RISK IN THE GOODS SHALL PASS TO THE PURCHASER AND ANY PAYMENTS DUE ON DELIVERY SHALL BE PAID AS THOUGH THE GOODS HAD BEEN DELIVERED TO THE PLACE STIPULATED IN THE CONTRACT OR IN THE

SELLER'S TENDER. THE COST OF STORAGE AND INSURANCE SHALL BE BORNE BY THE PURCHASER.

8. TESTING

GOODS MANUFACTURED BY THE SELLER WILL BE SUBJECT TO THE SELLER'S STANDARD TESTS. ANY ADDITIONAL TESTING REQUESTED BY THE PURCHASER WILL INCUR ADDITIONAL CHARGES TO THE PURCHASER'S ACCOUNT. THE PURCHASER WILL BE GIVEN FIVE DAYS NOTICE OF ANY TESTS OR INSPECTION AT THE SELLER'S WORKS WHICH REQUIRE THE ATTENDANCE OF THE PURCHASER'S REPRESENTATIVE. IN THE EVENT THE PURCHASER'S REPRESENTATIVE FAIL TO ATTEND AN AGREED TEST OR INSPECTION THE SELLER MAY PROCEED AND THE RESULTS SHALL APPLY FOR ALL PROGRESS AND INVOICING PURPOSES AS THOUGH THE REPRESENTATIVE HAD ATTENDED. PURCHASER SHALL BE LIABLE FOR THE COSTS OF ITS REPRESENTATIVE.

THE SELLER SHALL NOT BE LIABLE FOR CLAIMS OF ANY DEFECT IN THE GOODS MADE AFTER THE TESTS OR INSPECTION WHERE SUCH DEFECT WOULD BE APPARENT.

9. FORCE MAJEURE

THE CONTRACT PROGRAMME SHALL BE EXTENDED BY A REASONABLE PERIOD IF PERFORMANCE OF THE SELLER'S OBLIGATIONS IN ACCORDANCE WITH THE CONTRACT IS DELAYED BY INDUSTRIAL DISPUTE, DIFFICULTIES OBTAINING RAW MATERIALS, FUEL, LABOUR OR ANY CAUSE WHICH IS BEYOND THE SELLER'S REASONABLE CONTROL, WHETHER EXISTING AT THE DATE OF THE CONTRACT OR ARISING THEREAFTER.

WHERE AN EVENT OF FORCE MAJEURE SHALL CONTINUE FOR A PERIOD BEYOND 90 DAYS FROM SELLER'S NOTIFICATION TO PURCHASER, THEN SELLER OR PURCHASER MAY ELECT TO CANCEL THE CONTRACT.

ALL COSTS, EXPENSES, CHARGES AND DAMAGES INCURRED BY THE SELLER SHALL BE PAYABLE BY THE PURCHASER.

10. TAKE-OVER AND ACCEPTANCE

FOLLOWING DELIVERY IN ACCORDANCE WITH THE CONTRACT AND UNLESS EXPRESSLY EXCLUDED BY THE PURCHASER TO THE SELLER IN WRITING, THE PURCHASER SHALL ACCEPT THE GOODS. UPON ACCEPTANCE THE PURCHASER SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE GOODS EXCEPT FOR DEFECTS OR DEFICIENCIES WHICH ARE THE RESPONSIBILITY OF THE SELLER UNDER WARRANTY.

11. PATENTS

THE SELLER WILL INDEMNIFY THE PURCHASER IN THE EVENT OF INFRINGEMENT OF LETTERS PATENT, REGISTERED DESIGN, TRADEMARK OR COPYRIGHT, PUBLISHED OR ACQUIRED AT THE DATE OF THE CONTRACT, ARISING FROM THE USE OR SALE OF THE GOODS BY THE SELLER TO THE PURCHASER PROVIDED THAT THE SELLER SHALL NOT BE LIABLE TO INDEMNIFY THE PURCHASER IF:

(I) THE GOODS HAVE BEEN USED BY THE PURCHASER IN A MANNER OR FOR A PURPOSE OR IN A COUNTRY NOT SPECIFIED BY OR DISCLOSED TO THE SELLER PRIOR TO THE CONTRACT DATE, OR

(II) THE PURCHASER FAILED TO GIVE THE SELLER THE EARLIEST POSSIBLE NOTICE IN WRITING OF ANY CLAIM BEING MADE OR ACTION THREATENED OR BROUGHT AGAINST THE PURCHASER, OR THE PURCHASER HAS FAILED TO PERMIT THE SELLER AT THE SELLER'S EXPENSE TO CONDUCT ANY NEGOTIATIONS OR LITIGATION THAT MAY ENSUE, OR

(III) THE PURCHASER HAS MADE ANY ADMISSION WHICH IS OR MAY BE PREJUDICIAL TO THE SELLER IN RESPECT OF AN ALLEGED INFRINGEMENT.

FOR THE PURPOSE OF THIS CLAUSE THE SELLER MAY AT HIS OWN EXPENSE PROCURE FOR THE PURCHASER THE RIGHT TO CONTINUE TO USE THE GOODS OR TO HAVE THE GOODS MODIFIED OR REPLACED.

THE PURCHASER SHALL INDEMNIFY THE SELLER FROM ALL COSTS, DAMAGES LOSSES, CHARGES AND EXPENSES ARISING FROM ANY DESIGN, MATERIALS, EQUIPMENT OR INSTRUCTION FURNISHED BY THE PURCHASER WHICH MAY CAUSE THE SELLER IN THE EXECUTION OF THE CONTRACT TO INFRINGE ANY LETTERS PATENT, REGISTERED DESIGN, TRADEMARK OR COPYRIGHT.

12. DESIGNS, DRAWINGS AND INFORMATION

ALL DRAWINGS, DESIGNS, SOFTWARE, SPECIFICATIONS AND OTHER INFORMATION SUPPLIED BY THE SELLER IN CONNECTION WITH THE SELLER'S TENDER OR ANY CONTRACT ARISING THEREFROM ARE COPYRIGHT AND SHALL REMAIN THE PROPERTY OF THE SELLER. SUCH DRAWINGS, DESIGNS, SOFTWARE AND OTHER INFORMATION ARE SUBMITTED IN STRICT CONFIDENCE ON THE UNDERSTANDING SUCH SHALL BE USED FOR THE SOLE PURPOSE OF THE SELLER'S TENDER AND ANY SUBSEQUENT CONTRACT, OPERATION AND MAINTENANCE. THE PURCHASER WILL KEEP THE CONTENTS AND ALL PRIOR AND SUBSEQUENT DISCUSSIONS AND SUBMISSIONS CONFIDENTIAL AND SHALL NOT DIVULGE THE SAME TO ANY THIRD PARTY AND WILL RESTRICT ACCESS TO THE SAME FROM ITS OWN EMPLOYEES ON A NEED TO KNOW BASIS. SELLER WILL NOT BE LIABLE FOR ANY COSTS, CHARGES OR DAMAGE ARISING FROM ERRORS OR OMISSIONS IN ANY DRAWINGS, DESIGNS, SOFTWARE AND OTHER INFORMATION ISSUED, THE PURCHASER IS RESPONSIBLE FOR THE ACCURACY AND RELIABILITY OF ALL DESIGNS, DRAWINGS, INFORMATION AND OTHER DETAILS OR MATERIALS SUPPLIED BY THE PURCHASER TO THE SELLER.

13. TITLE AND RISK

TITLE AND PROPERTY IN THE GOODS INCLUDED IN THE CONTRACT WILL PASS TO THE PURCHASER WHEN THE SELLER HAS RECEIVED PAYMENT OF THE CONTRACT PRICE IN FULL AND UNTIL SUCH PAYMENT HAS BEEN MADE THE PURCHASER SHALL NOT REMOVE OR OBLITERATE ANY NAMEPLATES OR OTHER IDENTIFYING SYMBOLS WHICH THE SELLER MAY HAVE AFFIXED TO ANY PART OF THE GOODS.

ANY GOODS DELIVERED BY THE SELLER TO THE PURCHASER WHERE TITLE AND PROPOERTY REMAINS VESTED IN THE SELLER, MAY BE SOLD OR USED BY THE PURCHASER IN THE ORDINARY COURSE OF THE PURCHASER'S BUSINESS AT THE FULL MARKET VALUE AND TO THE ACCOUNT OF THE SELLER. THE ENTIRE PROCEEDS FROM SUCH SALE OR USE SHALL BE HELD BY THE PURCHASER IN TRUST IN A SEPARATE ACCOUNT FOR THE BENEFIT OF THE SELLER. THE PURCHASER SHALL INSURE THE GOODS TO THE VALUE OF THE FULL CONTRACT PRICE AGAINST 'ALL RISKS' UNTIL CONFIRMATION FROM THE SELLER THAT PROPERTY HAS PASSED FROM THE SELLER TO THE PURCHASER. THE PURCHASER SHALL PROVIDE EVIDENCE OF SUCH INSURANCE ON REQUEST.

IF THE PURCHASER FAILS TO PAY THE CONTRACT PRICE TO THE SELLER IN ACCORDANCE WITH THE CONTRACT TERMS FOR ANY GOODS DELIVERED TO OR COLLECTED BY THE PURCHASER, THE PURCHASER ACCEPTS THE SELLER'S RIGHT TO ENTER THE PURCHASER'S PREMISES OR ANY PREMISES WHERE THE GOODS ARE LOCATED TO REMOVE SUCH GOODS.

RISK IN THE GOODS WILL PASS TO THE PURCHASER UPON COLLECTION EX-WORKS OR DELIVERY IN ACCORDANCE WITH THE CONTRACT. ALL GOODS SHALL BE INSURED AT FULL REPLACEMENT VALUE BY THE PURCHASER COMMENCING UPON COLLECTION OR DELIVERY INCLUDING DURING STORAGE, ERECTION AND COMMISSIONING. EVIDENCE OF SUCH COVER SHALL BE MADE AVAILABLE TO THE SELLER ON REQUEST.

14. CANCELLATION OR SUSPENSION

THE CANCELLATION OR SUSPENSION OF AN ORDER BY THE PURCHASER SHALL NOT BE EFFECTIVE WITHOUT THE PRIOR WRITTEN CONSENT OF THE SELLER. ESSENTIAL TO SUCH CONSENT SHALL BE PAYMENT BY THE PURCHASER TO THE SELLER FOR ALL SELLER'S COSTS, CHARGES, EXPENSES AND LOSS OF EARNINGS IN RESPECT OF; ALL WORK UNDERTAKEN, IN PROGRESS, OR COMPLETED, OR ARISING AS A RESULT OF SUCH CANCELLATION OR SUSPENSION. IF SUSPENSION LASTS FOR A PERIOD OF 30 DAYS OR LONGER, THEN SELLER MAY TERMINATE THE CONTRACT.

15. TERMINATION

WITHOUT PREJUDICE TO ITS OTHER RIGHTS, THE SELLER MAY BY NOTICE TO THE PURCHASER DETERMINE THE CONTRACT ON ANY ONE OF THE FOLLOWING EVENTS; (A) PURCHASER SHALL REPUDIATE OR COMIT ANY MATERIAL BREACH OF CONTRACT, (B) PURCHASER COMMITS ANY OTHER BREACH OF CONTRACT AND FAILS TO REMEDY THE SAME WITHIN ONE CALENDAR MONTH FROM SELLER'S NOTIFICATION (C) IF THE PURCHASER SHALL BECOME BANKRUPT OR INSOLVENT, OR HAVE A RECEIVING ORDER MADE AGAINST HIM, OR COMPOUND WITH HIS CREDITORS, OR BEING A CORPORATION COMMENCE TO BE WOUND UP, NOT BEING A MEMBERS' VOLUNTARY WINDING UP FOR THE PURPOSE OF RECONSTRUCTION OR AMALGAMATION, OR CARRY ON ITS BUSINESS UNDER A RECEIVER FOR THE BENEFIT OF ITS CREDITORS OR ANY OF THEM. IN THE EVENT OF TERMINATION THE PURCHASER SHALL COMPENSATE THE SELLER FOR ALL COSTS, CHARGES, EXPENSES AND LOSS OF EARNINGS IN RESPECT OF; ALL WORK UNDERTAKEN, IN PROGRESS, OR COMPLETED, OR ARISING AS A RESULT OF SUCH TERMINATION.

16. WARRANTY

THE SELLER'S WARRANTY OBLIGATIONS SHALL NOT COMMENCE UNTIL THE FULL CONTRACT PRICE HAS BEEN RECEIVED BY THE SELLER FROM THE BUYER. EXCEPT FOR CONSUMABLE ITEMS AND ANY DETAIL SPECIFICALLY EXCLUDED OR SPECIFIED OTHERWISE IN THE CONTRACT, THE SELLER UNDERTAKES TO MAKE GOOD BY REPAIR OR AT THE SELLER'S OPTION BY REPLACEMENT AND DELIVERY FREE-OF-CHARGE TO THE PLACE OF ORIGINAL DELIVERY ANY PART OR ITEM OF THE GOODS MANUFACTURED BY THE SELLER WHICH UNDER PROPER INSTALLATION, USE, CARE AND MAINTENANCE BUT EXCLUDING FAIR WEAR AND TEAR BECOMES DEFECTIVE SOLELY AS A RESULT OF DEFECTIVE DESIGN, MATERIAL OR WORKMANSHIP (EXCEPT A DESIGN MATERIAL OR WORKMANSHIP PROVIDED OR STIPULATED BY THE PURCHASER OR, ORIGINALLY, BY A SUPPLIER OTHER THAN THE SELLER, HIS SUBSIDIARIES OR AGENTS) WITHIN 12 CALENDAR MONTHS AFTER THE CONTRACT DELIVERY DATE FOR THE GOODS. ANY GOODS SUPPLIED NOT MANUFACTURED BY THE SELLER SHALL BE SUBJECT TO THE WARRANTY PROVIDED BY THE SUPPLIER. THE SELLER'S AND SUPPLIER'S OBLIGATIONS HEREUNDER SHALL ONLY APPLY PROVIDING THE DEFECTIVE PARTS ARE RETURNED BY THE PURCHASER FREE-OF-CHARGE TO THE SELLER'S OR SUPPLIER'S WORKS UNLESS OTHERWISE ARRANGED. IN THE EVENT THE PURCHASER IS FUNDAMENTALLY DEPRIVED FROM USING THE GOODS AND CAN DEMONSTRATE THE GOODS FAIL TO FULFIL THEIR NORMAL COMMERCIAL USE AND PROVIDED SUCH FAILURE IS DIRECTLY ATTRIBUTABLE TO THE SELLER AND THE SELLER SHALL HAVE FAILED TO REMEDY SUCH FAILURE IN A REASONABLE TIME, THEN THE PURCHASER MAY REJECT THE GOODS. REJECTED GOODS SHALL BE RETURNED TO THE SELLER FREE OF CHARGE AND THE SELLER'S MAXIMUM LIABILITY SHALL BE THE CONTRACT VALUE FOR THE REJECTED GOODS LESS ANY COSTS AND CHARGES LEGITIMATELY DEDUCTED BY THE SELLER. PROVIDING THE CONTRACT IS NOT BETWEEN THE SELLER AND A PERSON DEALING AS A CONSUMER (WITHIN THE MEANING OF THE UNFAIR CONTRACTS TERMS ACT 1977), ALL WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED TO THE FULLEST EXTENT PROVIDED BY LAW. IT IS A CONDITION PRECIDENT THAT ANY GOODS RETURNED TO THE SELLER SHALL BE CERTIFIED AS CLEANED OF ALL PROCESS RELATED MATERIALS (HEREIN CALLED DECONTAMINATION). GOODS RETURNED WITHOUT CERTIFIED DECONTAMINATION SHALL BE QUARANTINED AND SUBJECTED TO AN INDEPENDENT DECONTAMINATION AT THE PURCHASERS EXPENSE. GOODS SHALL BE WITHHELD PENDING SETTLEMENT OF ANY OUTSTANDING CHARGES. IN ALL CASES THE PURCHASER SHALL INDEMNIFY THE SELLER FROM ALL LOSSES COSTS CLAIMS DAMAGES INCLUDING INJURY OR DEATH ASSOCIATED WITH CONTAMINATION ARISING FROM THE GOODS.

17. LIABILITY

(A) THE SELLER'S LIABILITY TO THE PURCHASER WHETHER IN CONTRACT TORT BREACH OF STATUTORY DUTY OR OTHERWISE SHALL BE LIMITED TO DAMAGES FOR DIRECT PHYSICAL DAMAGE TO PURCHASER'S TANGIBLE PROPERTY AND INJURY TO OR DEATH OF PURCHASER'S EMPLOYEES CAUSED EITHER BY THE NEGLIGENT ACTS OR OMISSIONS OF THE SELLER, HIS SUB-CONTRACTORS OR AGENTS OR BY THE USE BY THE SELLER OF DEFECTIVE DESIGN, MATERIAL OR WORKMANSHIP (EXCEPT A DESIGN, MATERIAL OR WORKMANSHIP PROVIDED OR STIPULATED BY THE PURCHASER OR, ORIGINALLY, BY A SUPPLIER OTHER THAN THE SELLER, HIS SUBSIDIARIES OR AGENTS) PROVIDED ALWAYS THAT:

(i) THE PURCHASER GIVES THE SELLER THE EARLIEST POSSIBLE NOTICE IN WRITING OF ANY CLAIM BEING MADE OR ACTION THREATENED OR BROUGHT AGAINST THE PURCHASER IN CONNECTION WITH SUCH DAMAGE OR INJURY;

(ii) SAVE FOR SELLER'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY SELLER'S NEGLIGENCE, SELLER'S TOTAL LIABILITY SHALL NOT EXCEED THE CONTRACT PRICE; AND

(iii) EVEN IF FORESEEABLE OR CONTEMPLATED THE SELLER SHALL NOT BE LIABLE WHETHER IN CONTRACT TORT BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSS OF PROFIT LOSS OF USE LOSS OF PRODUCTION LOSS OF CONTRACTS LOSS OF POWER OR FOR ANY FINANCIAL OR ECONOMIC LOSS OR FOR ANY INDIRECT OR CONSEQUENTIAL COST OR DAMAGE OF ANY KIND WHATSOEVER.

(B) THE PURCHASER SHALL INDEMNIFY THE SELLER AGAINST DAMAGE TO PROPERTY AND INJURY TO OR DEATH OF PERSONS CAUSED BY NEGLIGENT ACTS OR OMISSIONS OF ALL PERSONS OTHER THAN THE SELLER'S EMPLOYEES, SUB-CONTRACTORS OR AGENTS OR DUE TO ANY CIRCUMSTANCES OUTSIDE THE DIRECT CONTROL OF THE SELLER. EVIDENCE OF SUCH COVER SHALL BE MADE AVAILABLE TO THE SELLER ON REQUEST.

(C) THE SELLER SHALL NOT BE LIABLE FOR ANY DAMAGE, INJURY, ERRORS OR OMISSIONS CAUSED BY THE PURCHASER'S, OR THE PURCHASER'S SUB-CONTRACTORS' PERSONNEL WHETHER UNDER THE SELLER'S SUPERVISION OR NOT.

(D) THE SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, DEATH OR DAMAGE OF ANY KIND WHATSOEVER RESULTING FROM THE SALE OR USE OF THE SELLER'S GOODS FOR ANY PURPOSE OTHER THAN THAT SPECIFIED IN THE CONTRACT.

18. ARBITRATION

IN THE EVENT OF ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE PRESENT CONTRACT, THE PARTIES WILL ATTEMPT TO REACH A RESOLUTION BY CONSULTATION AND COMPROMISE. IF THIS FAILS, AFTER SIXTY DAYS (OR LONGER IF AGREED AND RECORDED) THE PARTIES AGREE TO SUBMIT THE MATTER TO SETTLEMENT PROCEEDINGS UNDER THE INTERNATIONAL CHAMBERS OF COMMERCE ALTERNATIVE DISPUTE RESOLUTION RULES (ADR RULES). IF THE DISPUTE HAS NOT BEEN SETTLED PURSUANT TO THE SAID RULES WITHIN 45 DAYS FOLLOWING THE FILING OF A REQUEST FOR ADR (OR LONGER IF AGREED AND RECORDED), THE PARTIES AGREE THE DISPUTE SHALL BE RESOLVED UNDER CONCILIATION AND ARBITRATION SERVICES OF THE INTERNATIONAL CHAMBER OF COMMERCE IN ENGLAND.

19. INVALIDITY

IF ANY PROVISION OF THESE CONDITIONS ARE HELD BY ANY COMPETENT AUTHORITY TO BE INVALID IN WHOLE OR IN PART, THE VALIDITY OF THE OTHER PROVISIONS HEREOF AND THE REMAINDER OF THE PROVISION IN QUESTION SHALL NOT BE AFFECTED.

20. LEGAL CONSTRUCTION

THE CONSTRUCTION, VALIDITY AND PERFORMANCE OF THE CONTRACT SHALL BE GOVERNED BY THE LAWS OF ENGLAND AND SHALL BE SUBJECT TO THE JURISDICTION OF THE ENGLISH COURTS.

21. PREVENTION OF CORRUPTION

21.1 THE PURCHASER SHALL NOT ENGAGE IN ANY ACTIVITY, PRACTICE OR CONDUCT WHICH COULD CONSTITUTE, FACILITATE OR CAUSE (IN WHOLE OR IN PART) THE COMMISSION (WHETHER ON THE PART OF SELLER OR THE PURCHASER OR ANY THIRD PARTY) OF AN OFFENCE UNDER THE BRIBERY ACT 2010.

21.2 THE PURCHASER SHALL NOT OFFER, PROMISE OR GIVE SELLER OR ANY OFFICER, EMPLOYEE OR REPRESENTATIVE OF SELLER (EACH AN "SELLER REP") ANY FINANCIAL OR OTHER ADVANTAGE WHICH COULD, OR IS INTENDED TO, CAUSE SELLER OR ANY SELLER REP TO ABUSE ANY POSITION OF TRUST HELD BY SELLER OR THAT SELLER REP, OR FAIL TO ACT WITH GOOD FAITH AND/OR IMPARTIALITY IN CIRCUMSTANCES WHERE IT IS EXPECTED TO DO SO.

21.3 THE PURCHASER SHALL ENSURE THAT IT HAS AND MAINTAINS THROUGHOUT THE TERM OF THIS CONTRACT SUITABLE POLICIES AND PROCEDURES TO PREVENT THE COMMISSION OF ANY OFFENCE UNDER THE BRIBERY ACT 2010 AND/OR ANY SUBORDINATE LEGISLATION INTRODUCED UNDER THE BRIBERY ACT 2010 BY THE PURCHASER OR ANY OFFICER, PARTNER, EMPLOYEE OR REPRESENTATIVE OF THE PURCHASER. THE PURCHASER SHALL, AT ALL TIMES DURING THE TERM OF THIS CONTRACT, PROPERLY ENFORCE SUCH POLICIES AND PROCEDURES AND SHALL CARRY OUT PERIODIC MONITORING OF ITS COMPLIANCE WITH SUCH POLICIES AND PROCEDURES ON AN ANNUAL OR MORE FREQUENT BASIS. THE PURCHASER SHALL, AT SELLER'S REQUEST, PROMPTLY PROVIDE TO SELLER ALL SUCH POLICIES AND PROCEDURES AND SUFFICIENT EVIDENCE SO AS TO SATISFY SELLER (ACTING REASONABLY) THAT SUCH POLICIES AND PROCEDURES ARE PROPERLY ENFORCED AND SUCH PERIODIC COMPLIANCE MONITORING IS TAKING PLACE.

21.4 IN THE EVENT THAT THE PURCHASER ENGAGES ANY THIRD PARTY IN RELATION TO ANY ACTIVITY CONNECTED WITH THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, WHERE THE PURCHASER SUBCONTRACTS ANY WORK TO ANY THIRD PARTY), IT SHALL ENSURE THAT THIRD PARTY COMPLIES WITH PROVISIONS EQUIVALENT TO CLAUSES 21.1, 21.2 AND 21.3 AND THAT SUCH TERMS ARE INCLUDED WITHIN THE CONTRACT OR TERMS OF ENGAGEMENT UNDER WHICH THAT THIRD PARTY IS APPOINTED TO CARRY OUT THE RELEVANT ACTIVITY CONNECTED WITH THIS CONTRACT AND SELLER SHALL BE ENTITLED TO ENFORCE THE ABOVEMENTIONED PROVISIONS (AS AGAINST THE RELEVANT THIRD PARTY) AS IF IT WERE THE PURCHASER.

21.5 IN THE EVENT THAT THE PURCHASER OR ANY OF ITS AFFILIATES OR ANY PERSON DEEMED TO BE A PERSON ASSOCIATED WITH THE PURCHASER PURSUANT TO SECTION 8 OF THE BRIBERY ACT 2010 IS CONVICTED OF ANY OFFENCE UNDER THE PREVENTION OF CORRUPTION ACTS OR THE BRIBERY ACT 2010; OR SELLER IS REASONABLY SATISFIED THAT THE PURCHASER, WHETHER ALONE OR IN CONJUNCTION WITH ANY OTHER PERSON, HAS CORRUPTLY SOLICITED, RECEIVED OR AGREED TO RECEIVE FOR ITSELF OR ANY OTHER PERSON, OR OFFERED OR AGREED TO OFFER, OR GIVEN OR AGREED TO GIVE TO ANY SELLER REP OR ANY CONSULTANT OR PURCHASER WHO HAS A CONTRACT FOR SERVICES WITH, OR WHO IS ENGAGED BY, THE SELLER GROUP, ANY GIFT OR CONSIDERATION OF ANY KIND AS AN INDUCEMENT OR REWARD FOR DOING OR NOT DOING ANYTHING, OR FOR SHOWING FAVOUR OR DISFAVOUR TO ANY PERSON IN RELATION TO THIS CONTRACT, OR ANY OTHER CONTRACT TO WHICH ANY MEMBER OF THE SELLER GROUP IS A PARTY THEN, SELLER MAY BY NOTICE TERMINATE ALL OR PART OF THE CONTRACT AND, WITHOUT PREJUDICE TO ITS OTHER RIGHTS AND REMEDIES) RECOVER FROM THE PURCHASER THE AMOUNT OR VALUE OF ANY SUCH GIFT OR CONSIDERATION, ANY LOSSES, COSTS, DAMAGES, COMPENSATION AND EXPENSES (INCLUDING REASONABLE LEGAL EXPENSES ON AN INDEMNITY BASIS) SUFFERED BY SELLER AS A RESULT OF A COMMISSION OF AN OFFENCE REFERRED TO IN THIS CLAUSE 21.

22. SOCIAL RESPONSIBILITY

THE PURCHASER SHALL NOT ENGAGE IN ANY ACTIVITY, PRACTICE OR CONDUCT WHICH COULD CONSTITUTE, FACILITATE OR CAUSE (IN WHOLE OR IN PART) AN INFRINGEMENT OF THE FUNDAMENTAL PRINCIPLES AND RIGHTS STATED IN THE UNITED NATIONS DECLARATION OF HUMAN RIGHTS, THE EUROPEAN UNION CHARTER OF FUNDAMENTAL RIGHTS AND THE CONVENTIONS MADE UNDER THE INTERNATIONAL LABOUR ORGANISATION (INCLUDING THOSE RELATING TO CHILD LABOUR AND FORCED OR OBLIGATORY LABOUR).

22.2 THE PURCHASER SHALL ENSURE THAT IT HAS AND MAINTAINS THROUGHOUT THE TERM OF THE CONTRACT SUITABLE POLICIES AND PROCEDURES TO PREVENT THE INFRINGEMENT OF THE FUNDAMENTAL PRINCIPLES AND RIGHTS REFERRED TO IN CLAUSE 22.1 BY THE PURCHASER OR ANY OFFICER, PARTNER, EMPLOYEE OR REPRESENTATIVE OF THE PURCHASER.

22.3 THE PURCHASER SHALL AT ALL TIMES DURING THE TERM OF THE CONTRACT, PROPERLY ENFORCE SUCH POLICIES AND PROCEDURES AND SHALL CARRY OUT PERIODIC MONITORING OF ITS COMPLIANCE WITH SUCH POLICIES AND PROCEDURES ON AN ANNUAL OR MORE FREQUENT BASIS. THE PURCHASER SHALL, AT SELLER'S REQUEST, PROMPTLY PROVIDE TO SELLER ALL SUCH POLICIES AND PROCEDURES AND SUFFICIENT EVIDENCE SO AS TO SATISFY SELLER (ACTING REASONABLY) THAT SUCH POLICIES AND PROCEDURES ARE PROPERLY ENFORCED AND SUCH PERIODIC COMPLIANCE MONITORING IS TAKING PLACE.

22.4 IN THE EVENT THAT THE PURCHASER ENGAGES ANY THIRD PARTY IN RELATION TO ANY ACTIVITY CONNECTED WITH THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, WHERE THE PURCHASER SUB-CONTRACTS ANY WORKS TO ANY THIRD PARTY), IT SHALL ENSURE THAT PROVISIONS EQUIVALENT TO CLAUSES 22.1, 22.2 AND 22.3 ARE INCLUDED WITHIN THE CONTRACT UNDER WHICH THAT THIRD PARTY IS APPOINTED TO CARRY OUT THE WORKS (OR ANY PART THEREOF) AND SELLER SHALL BE ENTITLED TO ENFORCE THE ABOVE MENTIONED PROVISIONS (AS AGAINST THE RELEVANT THIRD PARTY) AS IF IT WERE THE PURCHASER.