



Engineering Concepts

(B U R Y) L I M I T E D

Standard Terms and Conditions of Sale

Delivery of goods within the UK within 24 hours by carrier will be subject to a charge of 7% of the order value with a minimum of £25.00 per package.

Please request a quotation for delivery of goods outside the UK

1 Definitions

The following definitions shall apply to these Terms and Conditions ("the Terms") and to any contract incorporating the same.

1.1 "Engineering Concepts" means Engineering Concepts (Bury) Ltd (Company number 7277354).

1.2 "Buyer" means any company, partnership, association or individual entering into a contract for the purchase from Engineering Concepts of Goods or Services.

1.3 "Goods" means the goods supplied under these Terms by Engineering Concepts to the Buyer as more fully described in the Contract.

1.4 "Services" means any services which Engineering Concepts has agreed to provide to or for the Buyer under any Contract, as more fully described in the relevant Proposal.

1.5 "Contract" means any contract made between Engineering Concepts and the Buyer for the sale and purchase of the Goods and/or Services and the Contract incorporates these Terms and (in the case of Services) the Proposal.

1.6 "Extended Warranty" means a separate written agreement between Engineering Concepts and the Buyer extending the period or terms of the warranty contained in Clause 10.

1.7 "Proposal" means a proposal document describing any Services which Engineering Concepts has agreed to provide to or for the Buyer subject to these Terms.

2 General

2.1 These Terms shall govern all Contracts for the supply of Goods and/or Services by Engineering Concepts to the Buyer and shall take precedence over any terms and conditions which appear in the Buyer's purchase order or in any document incorporated by reference in the Buyer's purchase order. Quotations or other communications sent by Engineering Concepts to the Buyer shall be deemed an invitation to treat only. Purchase orders of the Buyer shall constitute offers to buy and a contract between Engineering Concepts and the Buyer shall only come into effect upon Engineering Concepts acceptance of the Buyer's order, such acceptance to be subject to these Terms. Once the Buyer's order has been accepted by Engineering Concepts, the Buyer shall not be entitled to cancel the order, except with the written agreement of Engineering Concepts and on payment of Engineering Concepts cancellation or handling charges and other reasonable costs.

2.2 No variation of these Terms shall be effective or binding on Engineering Concepts unless made in writing and signed on behalf of Engineering Concepts by an authorised signatory.

2.3 The Buyer's order, when accepted by Engineering Concepts, and these Terms shall constitute the entire agreement between the Buyer and Engineering Concepts in respect of the Goods or Services and shall supersede all prior representations (unless fraudulent), proposals or agreements whether oral or in writing.

2.4 Any notice given by either party to the other under these Terms shall be in writing and addressed to that other party at its registered office or principal place of business or such other address as may have been notified to the party giving the notice.

2.5 If any provisions of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

2.6 The Buyer shall be responsible to Engineering Concepts for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving Engineering Concepts any necessary information relating to the Goods and/or Services within sufficient time to enable Engineering Concepts to perform the Contract.

2.7 Engineering Concepts reserves the right to make any changes in the specification of the Goods or packaging which are required to conform with any applicable safety or other statutory requirements or, where the Goods or packaging are to be supplied to Engineering Concepts specification, which do not materially affect their quality or performance.

2.8 The Buyer shall, upon Engineering Concepts reasonable request and otherwise as required, provide Engineering Concepts with all necessary information and materials to enable

Engineering Concepts to provide Services in accordance with the terms of the relevant Contract. The Buyer will be responsible for the completeness and accuracy of all such information and materials provided, and will ensure that it is and remains entitled to provide the same to Engineering Concepts for use in connection with provision of the Services.

3 Terms of Payment

3.1 The Buyer will be invoiced upon the date of completion of the Goods (unless the buyer requests invoice before such date, the earlier date shall be shown on invoice) by Engineering Concepts. In respect of the Services, Engineering Concepts shall be entitled to invoice the Buyer monthly in advance. The terms of payment shall be next month end from the date of invoice.

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

3.2.1 cancel the Contract or suspend further deliveries and/or the provision of Services to the Buyer and/or any part thereof under that Contract or any other Contract between Engineering Concepts and the Buyer and claim damages and/or receive reasonable cancellation fees;

3.2.2 demand payment of all outstanding balances whether or not due and/or cancel any outstanding orders from the Buyer; and

3.2.3 charge the Buyer interest (both before and after judgement) on the amount unpaid, at a rate of 4% per annum above Lloyds TSB Bank plc base rate from time to time calculated on a daily basis until payment in full is made.

3.3 In the case of export orders, payment shall be made in pounds sterling unless otherwise agreed in writing by Engineering Concepts authorised representative.

4 Prices

4.1 Any quotation, if not previously withdrawn, will be valid for any order made pursuant to it within 30 days of its date. Subject to this, all orders are accepted for execution at prices current at the date of despatch. Copies of Engineering Concepts price lists in force from time to time are available on request. Listed prices are subject to change or withdrawal without notice. No discounts shall apply other than those set out in Engineering Concepts current price list in force from time to time or as otherwise agreed by Engineering Concepts.

4.2 Any price quoted in any quotation shall apply only to the quantities of any Goods specified in such quotation. In the event that the Buyer places an order for a smaller quantity of the Goods, Engineering Concepts reserves the right to withdraw such a quotation and to

requote for the order.

4.3 Engineering Concepts 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 Engineering Concepts which is due to any factor beyond the control of Engineering Concepts (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the labour, material or other costs of production and manufacture), any change in delivery dates, quantities or specifications of the Goods requested by the Buyer, or any delay caused by any instruction of the Buyer or failure of the Buyer to give Engineering Concepts adequate information or instructions.

4.4 The fee for Services shall be the fee set out in the Proposal, unless otherwise agreed by the parties.

4.5 Unless otherwise agreed in writing between Engineering Concepts and the Buyer, all prices quoted by Engineering Concepts for the supply of Goods exclude taxes, transport charges, insurance and export and/or import charges or duties, including without limitation, sales, value added tax, use or excise taxes, applicable to the Goods sold and/or Services supplied under any Contract, which taxes and other charges may, in Engineering Concepts discretion, be added by Engineering Concepts to the sale price and/or fees or billed separately and which taxes and other charges shall be paid by the Buyer unless the Buyer provides Engineering Concepts with any necessary tax exemption certificate. Unless otherwise agreed in writing, the Buyer shall be liable to pay Engineering Concepts charges for transport, packaging, insurance and export and/or import clearance.

5 Delivery

5.1 Engineering Concepts shall, subject to payment by the Buyer of Engineering Concepts charges as set out in condition 4.5, deliver or arrange for delivery of Goods to the Buyer's premises or other delivery point agreed between the parties. Any dates quoted by Engineering Concepts for delivery of Goods are approximate only and Engineering Concepts shall not be liable for any delay in delivery of Goods howsoever caused and time for delivery is not of the essence.

5.2 Engineering Concepts reserves the right to make delivery of Goods by instalments and to tender a separate invoice in respect of each instalment. When delivery is to be by instalments or Engineering Concepts exercises its right to deliver by instalments or if there is delay in the delivery of any one or more instalments for whatever reason the Buyer shall not be entitled to treat the Contract as a whole as repudiated.

5.3 Goods are deemed to have been accepted upon delivery.

5.4 Engineering Concepts shall not be liable for failure to deliver the Goods (or any instalment) where such failure results from Force Majeure (as defined in condition 12.1) or the Buyer's fault.

6 Carriage and Risk

6.1 Engineering Concepts shall be entitled to use any method of transportation it may select.

6.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties.

6.3 Risk in the Goods shall pass to the Buyer upon delivery to the carrier. The Buyer hereby accepts the general conditions of any carrier employed.

6.4 Neither the carrier nor Engineering Concepts shall be liable for any loss or damage to any Goods in transit or for shortage on delivery unless notice in writing is given to Engineering Concepts and to the carrier within 14 days of delivery of the Goods or, in the case of total loss of the Goods, notice in writing is given to Engineering Concepts and to the carrier within 14 days from the date of despatch and the Buyer takes such other steps including, where applicable, the giving of notice to the carrier concerned within such shorter period as may be necessary to preserve any claim against the carrier.

7 Retention of Title

7.1 Title to the Goods shall remain with Engineering Concepts until such time as all payments due from the Buyer to Engineering Concepts for the supply of Goods and Services and all other sums due from the Buyer to Engineering Concepts from time to time have been received in full by Engineering Concepts in cash or cleared funds. Until such time, the Buyer shall hold the Goods as fiduciary agent and as bailee for Engineering Concepts and:

(i) the Buyer shall store the Goods in such a way that they may be clearly identified as the property of Engineering Concepts; and

(ii) Engineering Concepts reserves the right to dispose of the Goods and may, at the Buyer's sole cost and expense, retake possession thereof at any time and for that purpose may by its servants or agents enter upon any land or premises occupied by the Buyer or to which the Buyer has access; and

(iii) the Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods, but if the Buyer does so all monies owing by the Buyer to Engineering Concepts shall (without prejudice to any other right or remedy of Engineering Concepts) forthwith become due and payable; and

(iv) without prejudice to the foregoing sub-clauses the Buyer shall be entitled to sell the Goods in the normal course of business provided that any monies so received shall be held separately in an account opened for such a purpose on behalf of Engineering Concepts to whom the Buyer shall have a fiduciary duty to account to the extent of its indebtedness.

7.2 From the date of delivery of the Goods to the carrier the Buyer shall:

(i) insure and keep fully insured the Goods against all and every risk including specifically but without prejudice to the generality of the foregoing damage by the Buyer or third parties, theft, fire, explosion, aircraft, things falling from aircraft, tempest and flood; and

(ii) be responsible for the maintenance and care of the Goods and for any storage costs in respect thereof. The Buyer will indemnify Engineering Concepts against any depreciation in the value of the Goods and against any damage caused to them before payment in full of the contract price has been made.

8 Intellectual Property Rights

8.1 The following definitions apply in this condition 8:

"Intellectual Property Rights" means all intellectual property rights of any description wherever in the world enforceable including without limitation patents, copyrights, database rights, design rights (whether registered or not registered), designs, trade marks, trade names and know-how and the rights to apply for any of the foregoing.

"Works" means without limitation all documents, manuals, drawings, specifications, designs, programmes, computer software and firmware or any other material, work or tangible deliverable prepared, designed or created by Engineering Concepts.

8.2 The Buyer acknowledges and agrees that, from the moment of creation or performance, all Intellectual Property Rights throughout the world subsisting in all Works prepared, designed or created by Engineering Concepts in fulfilment of any Contract whether readable by humans or machines shall belong to Engineering Concepts absolutely and shall not be altered, reproduced or disclosed or used in their original or translated form by the Buyer without Engineering Concepts prior written consent. Neither shall the Buyer acquire any right, title, or interest in or to the same except as explicitly stated in these Terms.

8.3 The Buyer acknowledges that any Contract for the sale and purchase of the Goods and supply of Services shall not operate so as to transfer or vest in the Buyer any proprietary right in respect of the foregoing Intellectual Property Rights referred to in condition 8.1 above.

8.4 Engineering Concepts grants to the Buyer a non-exclusive, non-transferable licence to use such of the Works as are necessary, and to the extent necessary, for the Buyer to obtain and utilise the intended benefit of the Services.

8.5 Engineering Concepts accepts no responsibility for the accuracy of drawings, patterns or specifications supplied by the Buyer. The Buyer shall indemnify Engineering Concepts against all claims whatsoever for damages and costs and against all liability in respect of any infringement of patent or other intellectual property rights resulting from compliance with the Buyer's instructions express or implied and shall pay all costs and expenses which may be incurred by Engineering Concepts in reference to any such claim. The indemnity shall extend to any amount paid in respect of legal and other professional fees incurred as a result of any such claim.

8.6 The Buyer shall not remove any identification mark or trade mark placed on the Goods.

8.7 Should Engineering Concepts require its trade mark to be placed on the Goods or displayed prominently in close proximity to the Goods, the Buyer shall do so in such form, manner and colourways as specified by Engineering Concepts.

8.8 Any goodwill in any trade mark owned or claimed to be owned by Engineering Concepts which is applied to or used in relation to the Goods, shall accrue to Engineering Concepts.

8.9 If any claim is made against the Buyer that the Goods or Services infringe the Intellectual Property Rights subsisting in the UK of any third party, Engineering Concepts shall indemnify the Buyer against all losses, damages, costs and expenses awarded against, or incurred by, the Buyer in connection with such claim paid, or agreed to be paid, by the Buyer in settlement of such claim provided that:

- (i) Engineering Concepts is given full control of any proceedings or negotiations in connection with any such claim;
- (ii) the Buyer shall give Engineering Concepts all reasonable assistance for the purposes of any such proceedings or negotiations;
- (iii) except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of Engineering Concepts;
- (iv) the Buyer shall do nothing which would or might vitiate any insurance policy or cover which the Buyer may have in relation to such infringement and shall use its best endeavours to recover any sums due thereunder and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover;
- (v) Engineering Concepts shall be entitled to the benefit of, and the Buyer shall accordingly account to Engineering Concepts for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the

consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and

(vi) without prejudice to any duty of the Buyer at common law, Engineering Concepts shall be entitled to require the Buyer to take such steps as Engineering Concepts may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which Engineering Concepts is liable to indemnify the Buyer under this condition 8.9, which steps may include (at Engineering Concepts option) accepting from Engineering Concepts non-infringing, modified or replacement Goods or Services.

8.10 Engineering Concepts shall have no obligation or liability under condition 8.9 insofar as the infringement arises from:

- (i) any additions or modifications made to the Goods and/or Services in question, otherwise than by Engineering Concepts or with its prior written consent;
- (ii) any information provided by the Buyer to Engineering Concepts including without limitation any specification;
- (iii) performance by Engineering Concepts of any work required to any Goods or performance of any Services, in compliance with the Buyer's requirements or specification;
- (iv) a combination with or an addition to equipment not manufactured or developed by Engineering Concepts; or
- (v) the use of Goods beyond that scope established by Engineering Concepts or approved in writing by Engineering Concepts.

8.11 Without prejudice to condition 10.12, this condition 8 states the entire liability of Engineering Concepts and the exclusive remedy of the Buyer with respect to any alleged infringement of Intellectual Property Rights belonging to a third party arising out of or in connection with the performance of any Contract. This condition 8 shall be subject to the limits of liability in conditions 10.13, 10.14 and 10.15.

9 Confidentiality

9.1 The Buyer shall not use or divulge or communicate to any person (other than as permitted or provided by these Terms or with the written authority of Engineering Concepts or as may be required by law) any confidential information concerning the Goods or Services or other products, customers, business, accounts, financial or contractual arrangements or other dealings, transactions or affairs of Engineering Concepts which may come to the Buyer's knowledge as a result of the sale or supply of the Goods or Services to the Buyer and the Buyer shall use its best endeavours to prevent the unauthorised publication or disclosure of any such information or documents and to ensure that any person to whom such information or documents are disclosed by the Buyer is aware that the same is confidential to Engineering Concepts.

9.2 The Buyer shall ensure that its employees, servants and agents are aware of and comply with the confidentiality and non-disclosure provisions contained herein. In the event of any breach of confidence by any of the Buyer's employees, servants or agents the Buyer shall promptly notify Engineering Concepts, give Engineering Concepts all reasonable assistance in connection with any proceedings which Engineering Concepts may institute against any such employees, servants or agents and the Buyer shall indemnify Engineering Concepts against all loss or damage which Engineering Concepts may sustain or incur as a result of any such breach of confidence.

9.3 This clause shall survive the termination of any Contract incorporating these Terms but the restrictions contained in sub-clause 9.1 above shall cease to apply to any information which may come into the public domain otherwise than through unauthorised disclosure by the Buyer or its employees, servants or agents.

10 Warranty and Liability

10.1 Engineering Concepts warrants that for the Warranty Period set out in condition 10.4, the Goods will be free from defects in workmanship and materials.

10.2 The Buyer must notify Engineering Concepts in writing as soon as is reasonably practicable and, in any event, by no later than the end of the Warranty Period, if any Goods fail to comply with the warranty in condition 10.1 ("Defective Goods"). If the Buyer notifies Engineering Concepts of any Defective Goods in accordance with this condition 10.2, Engineering Concepts will use its reasonable endeavours to repair such Defective Goods or to replace them with an identical product but, if this is not possible, Engineering Concepts will replace the Defective Goods with an alternative product with the equivalent fit, form and functionality to the Defective Goods. Repair or replacement of Defective Goods by Engineering Concepts is subject to availability of the necessary components and the requirements of any applicable legislation or regulations in force at the time the Defective Goods are returned to Engineering Concepts pursuant to this condition 10.2. In the event that Engineering Concepts is unable to repair or replace any Defective Goods due to the unavailability of the necessary components or due to the requirements of any applicable legislation or regulations, Engineering Concepts shall offer the Buyer a reasonable refund for such Defective Goods, taking into consideration the contract price of such Defective Goods at the time of sale to the Buyer and the elapsed length of the Warranty Period at the time the Defective Goods are returned to Engineering Concepts pursuant to this condition 10.2. The Buyer will be responsible for returning the Defective Goods to Engineering Concepts at the

Buyer's cost and risk, all such returns to be accompanied by a product return form.

10.3 Engineering Concepts obligation to repair or replace Defective Goods (or offer a reasonable refund where the Defective Goods cannot be repaired or replaced due to availability of the necessary components and the requirements of any applicable legislation or regulations in force at the time the Defective Goods are returned to Engineering Concepts pursuant to condition 10.2) in accordance with condition 10.2 shall be the limit of its liability in respect of any loss, costs or damage caused by or arising out of Defective Goods.

10.4 The "Warranty Period" in respect of all Goods shall be one year from the date of delivery of those Goods.

10.5 Engineering Concepts warrants that it will perform the Services substantially in accordance with the relevant Proposal and with reasonable skill and care.

10.6 Services that do not comply with the warranty set out in condition 10.5 and which are notified to Engineering Concepts within ten (10) days of the Buyer becoming aware of the same, and in any event no later than two (2) months after the date on which the Services were performed, shall, if Engineering Concepts agrees they were nonconforming, be re-performed as soon as is reasonably practicable after Engineering Concepts receipt of notice of the non-conforming Services. If Engineering Concepts fails to rectify any deficient performance of the Services, the Buyer's sole remedy shall be reimbursement of that portion of the fees attributable to the Services concerned.

10.7 With respect to any computer software comprised in the Goods supplied by Engineering Concepts, any defects arising after expiry of the Warranty Period should be notified to Engineering Concepts in writing. Engineering Concepts may at its discretion and at the expense of the Buyer endeavour to correct any such defects but Engineering Concepts gives no warranty that any such defects can be corrected or that defects will be corrected within any particular time.

10.8 Engineering Concepts shall not be liable hereunder in respect of Goods supplied:

- (i) if the Buyer makes further use of such Goods after giving to Engineering Concepts the notice required in condition 10.2; or
- (ii) if the Goods alleged to be defective have been repaired, altered or added to by any person not authorised by Engineering Concepts in writing; or
- (iii) where testing or examination by Engineering Concepts reveals any alleged defect in the Goods to have been caused by the Buyer's misuse, neglect, improper installation, failure to follow instructions (whether oral or in writing), or the supply by the Buyer of incorrect or inadequate instructions or information with regard to the design of any Goods or to have been caused by

any equipment to which the Goods are attached or in which the Goods are incorporated or any use beyond the range of intended use of the Goods or by accident, fire or other hazard; or

(iv) where component parts alleged to be defective were not manufactured by Engineering Concepts, in which case the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer or supplier of such parts to Engineering Concepts.

10.9 If the Goods are to be manufactured or any process is to be applied to them by Engineering Concepts in accordance with a specification submitted by the Buyer, the Buyer shall indemnify Engineering Concepts against all loss, damages, costs and expenses awarded against or incurred by Engineering Concepts in connection with or paid or agreed to be paid by Engineering Concepts in settlement of any claim which results from Engineering Concepts use of the Buyer's specification, including but not limited to any claim for infringement of any Intellectual Property Rights of any other person.

10.10 Engineering Concepts liability under the warranties in this condition 10 shall be in lieu of any other representation (unless fraudulent), warranty or condition, expressed or implied by law or otherwise with respect to the Goods and/or Services or any liability imposed by common law, statute or otherwise and Engineering Concepts hereby excludes all such representations (unless fraudulent), warranties and conditions.

10.11 Engineering Concepts shall not be responsible in any manner whatsoever for any software, information or memory data stored on or integrated with any of the Goods returned to Engineering Concepts for repair or replacement under the warranty.

10.12 Nothing in these Terms shall exclude or limit Engineering Concepts liability for (i) fraud, (ii) death or personal injury caused by its negligence (including negligence as defined in section 1 of The Unfair Contract Terms Act 1977), (iii) breach of terms regarding title implied under The Sale of Goods Act 1979 and/or The Supply of Goods and Services Act 1982, or (iv) any other liability to the extent that the same may not be excluded or limited as a matter of law.

10.13 Subject to conditions 10.3 and 10.12, Engineering Concepts maximum aggregate liability under or in connection with the supply, non-supply or purported supply of Goods or Services under any Contract, whether arising in contract, tort (including negligence) or otherwise, shall in no event exceed the total amount payable by the Buyer in respect of the relevant Goods and/or Services under that Contract or, where the performance of the relevant Services continues for in excess of one year, shall in no event exceed in any year the total amount payable by the Buyer in respect of the relevant Services in that year.

10.14 Subject to condition 10.12, Engineering Concepts shall be under no liability to the Buyer for any loss of profit, loss of income, loss of use, loss of business, loss of revenue, loss of goodwill, damage to, or loss or corruption of data, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in tort (including negligence), contract or otherwise.

10.15 Subject to conditions 10.2 and 10.6, any claim arising out of or in connection with a Contract must be commenced against Engineering Concepts within one (1) year of (i) delivery of the Goods or (ii) provision of the Services (as applicable), giving rise to the claim, and Engineering Concepts shall have no liability to the Buyer under or in connection with any claim commenced after such time.

10.16 The period or terms of the warranties contained in this condition 10 shall only be varied or extended where Engineering Concepts has granted the Buyer an Extended Warranty.

10.17 The limitations of liability in this condition 10 shall survive termination of any Contract.

11 Compliance with Laws and Regulations

11.1 The Buyer will not itself use the Goods in such a way as may, and will not knowingly sell the Goods to any person where such sale may be or may result in a sale to an end user which may, put Engineering Concepts in breach of any laws, embargoes or regulations from time to time in force in any jurisdiction. The Buyer hereby certifies that no Goods will be exported unless the appropriate prior authorisation to such export has been obtained from the UK Department for Business, Innovation and Skills, and/or (where applicable) the Office of Export Administration of the US Department of Commerce or from any department or authority which takes over the responsibilities of such department or authority.

11.2 The Buyer will not use the Goods for any purpose connected with chemical, biological or nuclear weapons, or vehicles capable of delivering such weapons, nor will the Buyer use the Goods to the detriment of national security, regional stability, crime control or for terrorist activities (and the Buyer will not re-sell the Goods to any third party if the Buyer knows or suspects that the Goods will or are intended or are likely to be used for any such purpose or in any such way).

12 Force Majeure

12.1 Engineering Concepts shall not be liable to the Buyer or be deemed to be in breach of any Contract by reason of any delay in performing, or any failure to perform, any of Engineering Concepts obligations in relation to the Goods and/or Services, if the delay or failure was due to Force Majeure. Without limiting the foregoing, for the purposes of this condition, "Force Majeure" means:

12.1.1 Act of God, explosion, flood, tempest, fire or accident;

12.1.2 war or threat of war, sabotage, terrorism, insurrection, civil disturbance or requisition;

12.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

12.1.4 import or export regulations or embargoes;

12.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Engineering Concepts or of a third party);

12.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

12.1.7 power failure or breakdown in machinery; or

12.1.8 any other cause or event outside of Engineering Concepts reasonable control.

13 Assignments

The Buyer may not assign all or any of its rights title or interest under these Terms or any Contract incorporating the same or transfer any of its obligations thereunder without Engineering Concepts prior written consent and any assignment or transfer made by the Buyer without such consent shall be void and of no effect.

14 Default of Buyer

If the Buyer shall make default in or commit a breach of these Terms or of any of its obligations to Engineering Concepts under any Contract incorporating the same, or if an order is made or a resolution is passed for the winding-up of the Buyer or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the Buyer or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the Buyer's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the Buyer takes or suffers any similar or analogous action in consequence of debt, Engineering Concepts shall have the right to terminate any Contract with the Buyer (including, for the avoidance of doubt, any warranties given by Engineering Concepts) forthwith

upon written notice to the Buyer's last known address and such termination shall be without prejudice to any claim or right which Engineering Concepts may have accrued prior to the date thereof 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.

15 Waiver of Breach

No forbearance, delay or indulgence by Engineering Concepts in enforcing the provisions of these Terms or any Contract incorporating the same shall prejudice or restrict the rights of Engineering Concepts nor shall any waiver of its rights operate as a waiver of any subsequent breach.

16 Governing Law

16.1 These Terms and the Contract shall be governed and construed in accordance with the laws of England and, subject to condition 16.2, the parties agree to submit to the non-exclusive jurisdiction of the English courts.

16.2 Claims or disputes arising out of or in connection with these Terms or any Contract shall be referred to mediation, in accordance with the Centre for Effective Dispute Resolution ("CEDR") procedures then in force, before resorting to litigation. The mediation process will be commenced by service by one party on the other of a written notice that the dispute is to be referred to mediation. The parties will then participate in good faith mediation. Unless otherwise agreed between the parties the mediator will be nominated by CEDR. No party may commence any court proceedings arising out of any dispute in relation to these Terms or any Contract until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in mediation. Nothing in this condition 16.2 shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary.

17 Third Party Rights

The Contract (Rights of Third Parties) Act 1999 shall not apply to these Terms or the Contract and nothing in these Conditions or the Contract confers or purports to confer on any third party any benefit or right to enforce any terms of these Terms or the Contract.