



CONDITIONS OF BUSINESS

PART 1 INTRODUCTION

1 Interpretation

1.1 In these Conditions:

"**Acceptance of Order**" means the Company's written acceptance of order form completed and signed by an authorised signatory for and on behalf of the Company detailing the Customer's order for the Goods subject to these Conditions

"**Additional Work**" has the meaning given in Clause 9

"**Charges**" means the charges specified in the Service Agreement for provision of the Services

"**Company**" means Clive Barford Limited (registered in England under number 2033781)

"**Conditions**" means the standard terms and conditions for the sale of Goods and provision of Services set out in this document and (unless the context otherwise requires) as varied by any special terms and conditions agreed in writing between the Customer and the Company

"**Contract**" means the contract for the purchase and sale of the Goods as set out in the Acceptance of Order and these Conditions or the contract for the provision of Services set out in the Service Agreement and these Conditions as appropriate

"**Customer**" means the person firm or company specified in the Acceptance of Order whose order for the Goods is accepted by the Company subject to these Conditions or the person firm or company specified in the Service Agreement as appropriate

"**Equipment**" means the machinery identified in the Service Agreement (whether or not sold by the Company) in relation to which the Services are to be provided by the Company in accordance with these Conditions

"**Goods**" means the machinery (whether new or second hand) (including any instalment of the machinery or any parts for it) which the Company is to supply in accordance with these Conditions

"**Major Service**" shall have the meaning given in the schedule to the Service Agreement

"**Normal Working Hours**" means the hours of 8.00 a.m. to 5.30 p.m (inclusive) on any Working Day

"**Services**" means the routine inspection and maintenance of the Equipment being a Standard Service or Major Service and where specifically requested by the Customer Additional Work or repair of a Defect in the Equipment to be provided by the Company to the Customer subject to these Conditions during the Term

"**Service Agreement**" means the document signed by the Company and the Customer appointing the Company to provide the Services upon and subject to these Conditions

"**Site**" means the location of the Equipment specified in the Service Agreement or any other location agreed from time to time between the parties

"**Standard Service**" shall have the meaning given in the schedule to the Service Agreement

"**Term**" means the period of time specified in the Service Agreement (during which the Services shall be provided) subject to earlier termination as provided in these Conditions

"**Working Day**" means any day other than a Saturday or Sunday or a bank or public holiday

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

1.3 Unless the context otherwise requires reference to any Clause is to a Clause of these Conditions and reference to any sub-clause is unless otherwise stated reference to a sub-clause of the Clause in which the reference appears

1.4 In these Conditions provisions contained in Part 1 and Part 4 hereof apply to both the sale of Goods and the provision of Services. Provisions contained in Part 2 only apply to the sale of Goods and provisions contained in Part 3 only apply to the provision of Services

PART 1

2 Basis of Contract

2.1 The Company shall sell the Goods and/or provide the Services and the Customer shall purchase the Goods and/or Services subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any order is made or purported to be made by the Customer

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Company

2.3 The Company's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed

2.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the application storage or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed

2.5 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company

2.6 No order for Goods submitted by the Customer shall be deemed to be accepted by the Company unless and until recorded on an Acceptance of Order signed by the Company's authorised representative. No order for Services submitted by the Customer shall be deemed to be accepted by the Company unless and until the Service Agreement signed by both the Customer (or an authorised representative of the Customer) and the Company's authorised representative has been received by the Company

2.7 The Customer shall be responsible to the Company for ensuring the accuracy of the order (including any applicable specification) submitted by the Customer and for giving the Company any necessary information relating to the Goods or Services required within a sufficient time to enable the Company to perform the Contract in accordance with its terms

2.8 All prices quoted whether for Goods or provision of the Services are valid for 30 days only or until an earlier order is placed by the Customer after which time they may be altered by the Company without giving notice to the Customer

PART 2 GOODS

3 Orders and specifications for Goods

3.1 The quantity quality and description of and any specification for the Goods shall be those set out in the Acceptance of Order

3.2 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Customer the Customer shall indemnify the Company against all loss damages costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent copyright design design right trade mark or other industrial or intellectual property rights of any other person which results from the Company use of the Customer's specification

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

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

4 Price of the goods

4.1 The price of the Goods shall be that set out in the Acceptance of Order.

4.2 The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company including but not limited to any foreign exchange fluctuation; currency regulation; alteration of duties; significant increase in the costs of labour; materials transport or other costs of manufacture; any change in delivery dates quantities or specifications for the Goods which is requested by the Customer; or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions

4.3 Unless otherwise stated on the Acceptance of Order all prices are given by the Company on an ex-works basis and where the Company agrees to deliver the Goods otherwise than at the Company's premises the Customer shall be liable to pay the Company's charges for transport packaging and insurance

4.4 The price is exclusive of any applicable Value Added Tax which the Customer shall in addition pay to the Company

5 Terms of payment for Goods

5.1 Subject to any special conditions agreed in writing between the Customer and the Company the Company shall be entitled to invoice the Customer for the Goods at any time after the Acceptance of Order has been despatched to the Customer. The Customer shall unless otherwise agreed with the Company pay the price of the Goods in full without any deduction before delivery and the Company shall not be bound to deliver the Goods until the Customer has paid for them

5.2 Without prejudice to clause 5.1 where the Company has not invoiced the Customer for the Goods before delivery the Company shall be entitled to invoice the Customer for the price of the Goods on or at any time after delivery of the Goods unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods. The Customer shall pay the price within 30 days of the date of the Company's invoice without any deduction and the Company shall be entitled to recover the price notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Customer.

5.3 The time for payment of the price shall be of the essence of the Contract. If the Customer fails to make any payment on the due date then (without prejudice to any other right or remedy available to the Company) the Company shall be entitled to:

5.3.1 cancel the Contract or suspend any further deliveries to the Customer;

5.3.2 appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer); and

5.3.3 charge the Customer interest (both before and after any judgment) on the amount unpaid at the rate of 2 per cent per month from date of invoice until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest)

6 Delivery of Goods

6.1 Delivery of the Goods shall be made by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection or if some other place for delivery is agreed by the Company by the Company delivering the Goods to that place

6.2 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer

- 6.3 Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated
- 6.4 If the Company fails to deliver the Goods for any reason other than any cause beyond the Company's reasonable control or the Customer's fault and the Company is accordingly liable to the Customer the Company's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods
- 6.5 If the Customer fails to take delivery of the Goods (or any instalment) or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then without prejudice to any other right or remedy available to the Company the Company may:
- 6.5.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) or storage; or
- 6.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract

7 Risk and property

- 7.1 Risk of damage to or loss of the Goods shall pass to the Customer:
- 7.1.1 in the case of Goods to be delivered at the Company's premises at the time when the Company notifies the Customer that the Goods are available for collection; or
- 7.1.2 in the case of Goods to be delivered otherwise than at the Company's premises at the time of delivery or if the Customer wrongfully fails to take delivery of the Goods the time when the Company has tendered delivery of the Goods
- 7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and of all other goods agreed to be sold by the Company to the Customer for which payment is then due
- 7.3 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company
- 7.4 The Customer irrevocably and unconditionally authorises the Company to enter its premises (or any premises reasonably thought by the Company to be used by the Customer) for the purpose of re-possessing the Goods following a demand for delivery up thereof
- 7.5 Until such time as the property in the Goods passes to the Customer the Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties and properly stored protected and insured and identified as the Company's property
- 7.6 Without prejudice to Clauses 7.2 to 7.5 inclusive pending passing of property in the Goods to the Customer the Customer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Customer and third parties and in the case of tangible proceeds properly stored protected and insured
- 7.7 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable
- 7.8 The provisions of this Clause shall not entitle the Customer of the Goods to refuse or delay payment on the grounds that the property in them has not passed to the Customer

PART 3 SERVICES

8 Service to be provided

- 8.1 The Company shall provide the Services to the Customer during the Term in accordance with the Service Agreement and these Conditions
- 8.2 The type of service (whether Major Service or Standard Service) to be provided to the Customer in accordance with these Conditions shall be as specified in the Service Agreement
- 8.3 The Major Service or Standard Service shall be provided at the Site at such intervals as the Customer may specify in the Service Agreement during Normal Working Hours
- 8.4 The Services shall be carried out by one of the Company's suitably qualified and duly authorised representatives attending at the Site at such dates and at such time or times as may be agreed in advance between the Company and the Customer from time to time.
- 8.5 The Company shall ensure that its representatives comply with all safety and security regulations in force at the Site provided that such regulations are brought to the attention of the Company or its representatives by the Customer

9 Repair to Equipment

- 9.1 Whether the Customer has selected the Standard Service or the Major Service the following provisions shall apply if the Company's representative discovers a defect in or malfunction of the Equipment which cannot be repaired by routine maintenance of the Equipment included in the level of service selected by the Customer ("a Defect") for additional servicing work is required ("Additional Work")
- 9.1.1 The Company's authorised representative shall notify the Customer of the Defect or Additional Work required
- 9.1.2 If the Customer requires the Company to repair a Defect or to undertake the Additional Work prior authorisation shall be provided by the Customer or an authorised representative of the Customer to the Company before any repair of a Defect or Additional Work is undertaken and where practical the Customer shall provide written confirmation of such authorisation
- 9.1.3 The Company's representative will use all reasonable endeavours to carry out the repair of a Defect or Additional Work required at the Site but if that is not reasonably practicable or is not reasonably practicable in the time available during Normal Working Hours the Company's representative will seek to make suitable arrangements with the Customer for:
- (i) a further visit to be made to the Site during Normal Working Hours for the repair of a Defect or to undertake the Additional Work; or
- (ii) if the Equipment is inoperative as a result of a Defect its repair at the Site outside Normal Working Hours; or
- (iii) if it is not reasonably practicable for a Defect to be repaired at the Site for the removal of the Equipment from the Site (or where practical the part of the Equipment in question) for the purposes of repair.
- 9.1.4 The Customer shall pay for the cost of repair or Additional Work as specified in Clause 13.2
- 9.2 If it is not possible for the Company to effect repair of a Defect for whatever reason the Company shall forthwith notify the Customer accordingly and the provisions of Clause 17.2 shall apply
- 9.3 If the Customer reports a Defect in the Equipment and requests repair the provisions of Clause 9.1.3 shall apply. All such reports of Defects in the Equipment made by telephone must be confirmed in writing by the Customer or an authorised representative of the Customer or otherwise in such a manner as the Company may reasonably require from time to time

10 Spare parts and replacement of Equipment

- 10.1 The Company shall use all reasonable endeavours to supply minor spare parts and replacement components required to maintain the Equipment in good working order. Charges for such spare parts and replacement components will be made in accordance with the Service Agreement. The Company reserves the right to charge the Customer for the supply of spare parts or replacement components required to repair a Defect in the Equipment.
- 10.2 All spare parts and replacement components supplied by the Company shall become part of the Equipment and any parts and components removed from it shall become the Company's property unless otherwise agreed in writing between the parties.
- 10.3 If the Company decides that it is necessary to move the Equipment or any part of the Equipment from the Site in order to carry out the Services and as a consequence a significant part of the Customer's operations are affected the Company shall have no obligation to supply or loan to the Customer equivalent equipment while the Equipment or the part in question is being repaired.

11 Services not included

- 11.1 Neither the Standard Service nor the Major Service shall apply to any design defect in the Equipment or any defect or malfunction which is due to faulty materials or workmanship in manufacture or which in the Company's opinion has arisen as a result of:
- 11.1.1 electrical work external to the Equipment
- 11.1.2 transportation or relocation of the Equipment not performed by or on behalf of the Company by its authorised representative
- 11.1.3 any error or omission relating to the operation of the Equipment
- 11.1.4 any modification adjustment or repair to the Equipment made by a third party without the written consent of the Company
- 11.1.5 the subjecting of the Equipment by the Customer to unusual physical or electrical stress the neglect or misuse of the Equipment or any failure or fluctuation of electrical power air conditioning humidity control or other environmental controls or
- 11.1.6 any other cause (except fair wear and tear) which is not due to the neglect or default of the Company.
- 11.2 If on investigation the Company reasonably determines that any defect in or malfunction of the Equipment is the result of any of the matters referred to in clause 11.1 the Customer shall pay for all costs incurred by the Company in investigating the same and determining its cause in addition to the Charges
- 11.3 If any part of the Equipment can no longer be maintained in good working order by the provision of replacement spare parts or the whole of the Equipment is damaged beyond economic repair otherwise than through the Company's fault (as to whether either of which events has occurred the Company's decision shall be final and binding on the Customer) the Company reserves the right to cease provision of the Services forthwith by giving written notice to the Customer in respect of the whole or any part of the Equipment which can no longer be maintained in which case the Company shall repay to the Customer a fair proportion of the Charges for the Services which have been paid in advance by the Customer
- 11.4 Except as agreed between the parties in writing the Company shall have no obligation to provide the Services to the Customer outside Normal Working Hours

12 Customer's obligations

- 12.1 The Customer shall:
- 12.1.1 at all times keep the Equipment in the environmental conditions recommended by the manufacturer of the Equipment
- 12.1.2 use the Equipment only in accordance with such instructions and recommendations relating to the care and operation of the Equipment as may be issued by the manufacturer of the Equipment or as may from time to time be advised in writing by the Company
- 12.1.3 not allow any person other than the Company's representatives to adjust maintain repair replace or remove any part of the Equipment
- 12.1.4 pay the Charges in accordance with these Conditions and the Service Agreement
- 12.2 The Customer shall ensure that the Company's representatives have full and free access to the Site the Equipment and to any records of its use kept by the Customer to enable the Company to perform the Services
- 12.3 The Customer shall provide the Company with such information concerning the Equipment its application use location and environment as the Company may reasonably request to enable it to carry out its duties and shall make available to the Company free of charge such facilities including but not limited to electricity and water as it may require to properly perform the Services
- 12.4 The Customer shall take all such steps as may be necessary to ensure the health and safety of any of the Company's representatives who visit the Site or any other premises of the Customer.

13 Charges

- 13.1 The Customer shall pay to the Company the Charges for the Standard Service and or Major Service specified in the Service Agreement at the time or times specified in the Service Agreement or where no time is specified within 30 days after the date of the Company's invoice
- 13.2 If Additional Work is required or repair of the Equipment is required by reason of a Defect in the Equipment (whether due to causes covered by these Conditions or otherwise) the Customer shall pay the Company's standard charges from time to time in force for such

services within the period of time specified in the Company's invoice for such services

- 13.3 The Charges and any other sums payable by the Customer are exclusive of any applicable value added tax which the Customer shall in addition pay to the Company
- 13.4 If the Customer fails to pay on the due date any amount which is payable to the Company for the Services then without prejudice to any other provision of these Conditions that amount shall bear interest from the due date until payment in full is made to the Company (both before and after any judgment) at 2 per cent per month (a part of a month shall be treated as a full month for the purposes of calculating interest) and the Company shall at its discretion be entitled to suspend provision of the Services until payment in full is made or at its option cancel the Contract
- 13.5 The Company reserves the right by giving notice to the Customer at any time during the Term to increase the Charges for the Services to reflect any increase in the cost to the Company including but not limited to any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour and materials or other costs of manufacture or changes to the Services requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions

PART 4 GENERAL

14 Warranties and liability

14.1 The following provisions set out the Company's entire liability (including any liability for the acts and omissions of its employees agents and sub-contractors) to the Customer in respect of:-

- 14.1.1 any breach of its contractual obligations arising under the Contract
- 14.1.2 any representations statement or tortious act or omission including negligence arising under or in connection with the Contract

AND THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 14

- 14.2 None of the Goods supplied are manufactured by the Company and the Customer accepts that the Company's sole responsibility shall be to use its reasonable endeavours to extend to the Customer the benefit of any warranty or guarantee given to the Company by the manufacturer of the Goods. The Company undertakes no responsibility for, makes no representation and no warranty is given in relation to defects in the Goods and accepts no liability for defects in such Goods and in particular but without limitation it shall have no liability regarding the fitness for purpose quality or merchantability of the Goods whether express or implied statutory or otherwise
- 14.3 Where Services are provided the Company warrants that it will perform the Services with reasonable skill and care but accepts no other obligation duty or liability to the Customer in contract, tort or for breach of statutory duty or otherwise. Spare parts or replacement components supplied during repair of Equipment are not manufactured by the Company and the Company undertakes no responsibility, makes no representation and no warranty is given in relation to defects in spare parts or components and accepts no liability for defects in spare parts or components but shall use its reasonable endeavours to extend to the Customer the benefit of any warranty or guarantee given to the Company by the manufacturer
- 14.4 Nothing in these Conditions shall be deemed to exclude or restrict the Company's liability for death or personal injury resulting from its own negligence or that of its employees agents or sub-contractors
- 14.5 Subject as expressly provided in these Conditions and except where the Goods are sold or the Services are provided to a person dealing as a consumer within the meaning of the Unfair Contract Terms Act 1977 ("UCTA") all warranties conditions or other terms implied by statute or common law are hereby excluded. The Customer shall be responsible for ascertaining whether the Goods are fit for the Customer's purpose
- 14.6 Where the Goods are sold or Services provided under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions
- 14.7 Where the Goods are expressly sold as secondhand the Customer acknowledges that the Goods are sold at a price which reflects their secondhand nature and quality. Secondhand Goods have not been inspected by the Company prior to their sale to the Customer
- 14.8 Without prejudice to Clause 14.2 the Customer or his agent shall inspect the Goods immediately on delivery and any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the Customer does not notify the Company as provided by this Clause the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. In no event shall the Customer be entitled to reject the Goods on the basis of any defect or failure which is so slight that it would be unreasonable for it to reject them.
- 14.9 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions the Company shall be entitled to replace the Goods (or the part in question) free of charge or at the Company's sole discretion refund to the Customer the price of the Goods (or proportionate part of the price) but the Company shall have no further liability to the Customer
- 14.10 Except in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the Customer by reason of any representation (unless fraudulent) or implied warranty condition or other term; or any duty at common law; or under the express terms of the Contract for any indirect special or consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer or arising out of or in connection with the provision of the Services except as expressly provided in these Conditions
- 14.11 Without prejudice to the provisions contained in this Clause 14 the Company's liability in contract tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the sale of the Goods or provision of the Services shall (except in relation to death or personal injury caused by the negligence of the Company or its employees) in respect of the sale of Goods be limited to an amount equal to the price of the Goods or in respect of the provision of Services shall be limited to an amount equal to the Charges for the Services for the Term or the sum of £25,000 whichever is the greater
- 14.12 The Company shall be under no liability whatsoever for any loss, damage, injury or expense caused by the Customer's misuse of the Goods or Equipment. The Customer shall at all times obey and comply with any instructions or other information given by the Company relating to the proper and safe use of the Goods

15 Force Majeure

15.1 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performance or any failure to perform any of the Company's obligations in relation to the Goods or Services if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Company's reasonable control:

- 15.1.1 strikes lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- 15.1.2 difficulties in obtaining raw materials labour fuel parts or machinery;
- 15.1.3 power failure or breakdown in machinery

16 Indemnity

The Customer shall indemnify the Company in full against any claims brought against the Company in relation to the death or injury of persons or loss of or damage to property or in respect of any costs charges losses or expenses (including legal fees) which the Company may sustain or incur (whether directly or indirectly) as a consequence of any failure by the Customer promptly to perform its obligations pursuant to these Conditions or the Contract or as a result of the Customer's negligence

17 Termination

17.1 This clause applies if:

- 17.1.1 the Customer makes any voluntary arrangement with its creditors or
- 17.1.2 becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or
- 17.1.3 an encumbrancer takes possession of a receiver administrative receiver or administrator is appointed of any of the property or assets of the Customer or
- 17.1.4 the Customer ceases or threatens to cease to carry on business or
- 17.1.5 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly or
- 17.1.6 in the circumstances referred to in clause 9.2 or
- 17.1.7 if any sum payable pursuant to these Conditions or the Contract (whether for the Goods or for provision of the Services) is not paid on the due date

17.2 If Clause 17.1 applies then without prejudice to any other right or remedy available to the Company the Company shall be entitled to cancel the Contract or suspend any further deliveries of the Goods or provision of the Services under the Contract without any liability to the Customer and if the Goods have been delivered or the Services provided but not paid for the price for the Goods or Charges for the Services (as appropriate) shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary

18 English law etc.

- 18.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice
- 18.2 No waiver by the Company of any breach of the contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision
- 18.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby
- 18.4 The Contract shall be governed by and construed in accordance with the laws of England
- 18.5 All disputes arising in connection with the Contract the sale of the Goods or provision of the Services shall be submitted to the exclusive jurisdiction of the English Courts

BS EN ISO 9002

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