

**PIPE SOURCE UK LIMITED
TERMS AND CONDITIONS OF SALE**

1. Interpretation

1.1.

Authorised Representative means, in the case of the Seller, any person duly authorised by the board of directors of the Seller from time to time to enter into Contracts with Sellers, confirm acceptance of written orders from Sellers, agree to variations of the terms of a particular Contract (including the Conditions applicable thereto) with a Seller or take any other action specified in these Conditions as being the responsibility of the Authorised Representative of the Buyer and, in the case of the Seller, means the person(s) duly authorised by the Seller to do any of the above on behalf of the Seller;

Buyer means any natural person (being any individual) or legal person who accepts a quotation of the Seller for the sale of Goods or whose order for Goods is accepted by the Seller;

Conditions means the standard terms and conditions of sale set out in this document together with, in respect of a Contract, any special terms and conditions agreed in writing between the Buyer and the Seller in respect of such Contract;

Contract means a Contract between the Buyer and the Seller for the sale and purchase of Goods and **Contracts** shall be construed accordingly;

Goods means the Goods to be supplied by the Seller to the Buyer in accordance with these Conditions;

Manufacturer means any natural or legal person who manufactures Goods which are the subject of these terms and conditions;

Seller means Pipe Source UK Limited whose registered address is at 61 Bedford Street, Leamington Spa, Warwickshire, England CV32 5DN.

1.2. Any reference in these Conditions to any provision of a statute including, for the avoidance of doubt, the Sale of Goods Act, 1979, shall be construed as a reference to such provision as amended, re-enacted or extended at the relevant time.

1.3. The Contractual rights which the Buyer enjoys by virtue of sections 11, 12, 13, 14 and 15 of the Sale of Goods Act, 1979 (as amended) are in no way prejudiced by anything contained in these Conditions save (if the Buyer is not dealing as consumer or in the case of an international sale of Goods) to the extent permitted by law.

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

1.5. No variation to these Conditions shall be binding unless agreed in writing between the Authorised Representatives of the Buyer and Seller.

1.6. Headings in this document are for convenience only and shall have no effect on the interpretation of the terms contained herein.

2. Basis of Sale

2.1. No Contract shall exist between the Buyer and the Seller until the Buyer has accepted a written quotation of the Seller or the Seller has accepted a written order of the Buyer, such Contract in either case being subject to these Conditions which shall govern the Contract to the exclusion

of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Buyer (whether before or after the making of the Contract) (including in particular any terms and conditions stated on the Buyer's Contract or order form).

- 2.2. The Seller's employees or agents are not authorised to make any representations concerning the Goods other than as expressly provided herein or unless otherwise confirmed by the Seller in writing. In accepting these Conditions, the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.
- 2.3. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.4. Where the Seller acts in the capacity of agent for the Manufacturer in respect of Goods, then the Seller shall have no liability whatsoever for any loss or damage arising out of or in connection with or resulting from the manufacture, sale, delivery, re-sale, replacement or use of the Goods by reason only of its being held out as the agent of the Manufacturer.

3. **Orders and Specifications**

- 3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's Authorised Representative.
- 3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3. The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 3.4. Subject always to:
 - 3.4.1. prior notification to the Buyer, the Seller reserves the right to make any changes in the specification of the Goods which are required in order to conform with any applicable national or European legal or regulatory requirements; OR
 - 3.4.2. prior consultation and agreement with the Buyer, where the Goods are to be supplied to the Seller's specification, the Seller reserves the right to make any changes in the specification of the Goods which do not materially affect their quality or performance.
- 3.5. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation.

4. **Price of the Goods**

- 4.1. The price of the Goods shall be the price quoted by the Seller for the Goods in the Contract (and, for the avoidance of doubt, where the Contract is formed on the basis of acceptance by the Buyer of a written quotation from the Seller, the price shall, unless otherwise agreed in writing between the Buyer and the Seller, be the price quoted in such quotation).
- 4.2. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller such as any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials, services or other costs of manufacture, any change in delivery dates, quantities or specifications for the Goods which

is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

- 4.3. Except as otherwise stated under the terms of any quotation of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on an ex-works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay for the Seller's charges for transport, packaging and insurance.
- 4.4. The price is exclusive of any applicable value added tax and any other applicable taxes or duties and the cost of any import or other licences or clearances, which the Buyer shall be additionally liable to pay to the Seller.

5. **Terms Of Payment**

- 5.1. Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 5.2. Unless otherwise agreed in writing between the Buyer and the Seller, the Buyer shall pay to the Seller by such payment method and in such currency as the Seller directs, the price of the Goods within 30 days of the date of the Seller's invoice, and the Seller 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 Buyer. Time shall be of the essence with regard to payment by the Buyer. Receipts for payment will be issued only upon request by the Buyer.
- 5.3. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
 - 5.3.1. cancel the Contract or suspend any further deliveries to the Buyer;
 - 5.3.2. appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other Contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);
 - 5.3.3. charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of two per cent per annum above Euribor from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). Such interest will be payable on demand and may be charged and added to the balance of overdue payments, and thereby compounded, from time to time as the Seller may determine. A statement from the Seller as to the rate of interest applicable under this clause will, in the absence of manifest error, be conclusive.
- 5.4. Nothing in this clause will be taken as limiting the Seller's rights under clause 9.

6. **Delivery**

- 6.1. Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises within seven days after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.
- 6.2. Any times quoted for delivery are estimates only and the Seller will not be liable for failure to deliver within the time quoted howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.3. Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to deliver up to ten per cent more or ten per cent less than the quantity ordered without any

adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered. Such a deviation in quantity will not give the Buyer any right to reject the Goods or to claim damages, and the Buyer will be obliged to accept and pay at the Contract rate for the quantity of the Goods delivered.

- 6.4. Where the Goods are to be delivered in instalments, the terms and conditions herein contained will apply to each partial delivery. Failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.5. If the Seller fails to deliver the Goods (or any instalment thereof) for any reason other than any cause beyond the Seller's control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost (in the cheapest available market worldwide) of similar Goods to replace those not delivered over the price of the Goods.
- 6.6. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery thereof (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
 - 6.6.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage and (in the event of a failure to take delivery) the reasonable abortive delivery costs; or
 - 6.6.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7. Risk and Property

- 7.1. Risk of damage to or loss of Goods shall pass to the Buyer:
 - 7.1.1. in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection;
or
 - 7.1.2. in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery to the Buyer or to a carrier for transmission to the Buyer or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods, and section 32(2) and 32(3) of the Sale of Goods Act, 1893 shall not apply.
- 7.2. Notwithstanding the 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 Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 7.3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and shall ensure that the Goods are properly stored, protected and clearly identified as being the Seller's property and the Seller shall have the right, without prejudice to the obligations of the Buyer to purchase the Goods (and for that purpose to enter upon any premises occupied by the Buyer).
- 7.4. Until such time as the property in the Goods passes to the Buyer, the Buyer shall indemnify and keep indemnified the Seller against all loss of and damage to the Goods and against any reduction in the re-sale value thereof below the price to be paid therefor by the Buyer.
- 7.5. If, upon the expiry of the period referred to in clause 5.2 above, payment for the Goods has not been received by the Seller and provided the Goods are still in existence and have not been

resold, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

- 7.6. If the Buyer sells or otherwise disposes of the Goods before payment in full as aforesaid has been made to the Seller, the Buyer will in such case hold all monies received by him from such sale or disposal in trust for the Seller and will on request furnish the Seller with the names and addresses of the persons to whom such disposals have been made together with all necessary particulars to enable the Seller to recover any outstanding sums due from such persons.
- 7.7. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 7.8. Nothing in this clause will confer any right upon the Buyer to return the Goods. The Seller may maintain an action for the price notwithstanding that property in the Goods has not vested in the Buyer.

8. **Warranties and Liability**

- 8.1. The Seller warrants that at the time of delivery the Goods will be free from defects in materials and workmanship and will conform to the Seller's applicable specifications or, if applicable, to the specifications laid down by the Manufacturer or other supplier of the Goods. If at such time there are any such defects or the Goods do not conform as aforesaid, or if as a result of the quality or nature of the Goods there is a breach of any implied condition or warranty applicable thereto, the Seller shall at its option either repair or replace the Goods or issue credit to the Buyer, provided that
 - 8.1.1. the Seller is notified in writing within 7 days of:
 - (1) the date of delivery of such Goods where the defect or failure is apparent on reasonable inspection by the Buyer upon delivery; or
 - (2) where the defect or failure was not apparent on reasonable inspection by the Buyer upon delivery, within 7 days from the date of discovery of such defect by the Buyer subject to such notification in the case of this clause 8.1.1.(2) being, in any event, within 30 days of the date of delivery of such Goods.
 - 8.1.2. the relevant Goods are returned to the Seller;
 - 8.1.3. examination of such Goods by the Seller discloses to its satisfaction that the defect or failure to conform to specifications existed at the time of delivery or that a breach of an implied condition or warranty has occurred as aforesaid, and in particular that the Goods have not been affected by fair wear and tear, misuse, neglect, accident, improper storage, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), installation or handling or by repair or alteration not effected by the Seller; and
 - 8.1.4. the Buyer will pay to the Seller the cost (as stated by the Seller) of any examination of the Goods as a result of which the Seller does not admit liability.
 - 8.1.5. The Seller shall have no liability whatsoever in respect of any defects in the materials or workmanship of the Goods or for Goods which do not conform to the Seller's applicable specifications, where the Buyer has inspected such Goods prior to delivery and has approved delivery of the Goods subsequent to such inspection.
 - 8.1.6. the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
 - 8.1.7. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment and the Seller shall have no further liability to the Buyer;

- 8.1.8. the Seller has acted in its own capacity in respect of the Contract and not solely as an agent of the Manufacturer.
- 8.2. All implied conditions and warranties other than those arising under section 12 of the Sale of Goods Act, 1979 are hereby excluded in relation to any parts, components and accessories supplied by, but not manufactured by, the Seller, but the Seller will so far as possible pass to the Buyer the benefit of any guarantee, condition or warranty given to the Seller by the Manufacturer.
- 8.3. The Seller's liability for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of or in connection with or resulting from the manufacture, sale, delivery, re-sale, replacement or use of any of the Goods will in no case exceed the price paid by the Buyer to the Seller for the Goods which give rise to the claim, plus expenses of customs, taxes, freight and insurance. *In no event will the Seller be liable for any loss of profits, or special indirect or consequential damages suffered by the Buyer, including interest charges.* Nothing contained in this paragraph will by implication create any liability or obligation on the part of the Seller, or effect or diminish any disclaimer or liability elsewhere contained herein.
- 8.4. So far as the Seller is permitted by law and except as expressly stated above: all other warranties, conditions and representations, express or implied, statutory or otherwise, in relation to the quality or fitness for any particular purpose of the Goods are hereby excluded, and; in no event will the Seller be liable in contract, tort or otherwise for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or in connection with the Goods sold or any defect in them or from any other cause, whether or not any such matter amounts to a fundamental breach of a fundamental term of the Contract.
- 8.5. The Seller's liability under these conditions will be limited to a period of six months from the date of receipt of the Goods by the Buyer.
- 8.6. The Buyer shall not reject any Goods or cancel or purport to cancel the Contract or any part of it because of an alleged default unless and until the Seller, following receipt of written notice from the Buyer specifying the default, has failed to correct such alleged default within a reasonable period of time taking into account the original lead times for the supply of relevant materials.
- 8.7. Nothing in this clause 8 will be taken as in any way limiting or excluding any statutory liability which the Seller may have to the Buyer under the Consumer Protection Act 1987 (including any legislation amending, replacing or supplementing same) or otherwise.
- 8.8. If delivery is not refused by the Buyer, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the prices as if the Goods had been delivered in accordance with the Contract;
- 8.9. The Seller shall not be responsible for the installation or maintenance of the Goods or, subsequent to delivery, for any services in respect of the Goods (except where any such service is expressly agreed in writing between the Buyer and the Seller with respect to a particular Contract), and the Seller shall have no liability in respect of any such installation, maintenance or other such service.
- 8.10. The Seller shall have no liability in respect of any loss or damage caused by any third party dealing with the Goods at any time, including, for the avoidance of doubt, any provider of the services referred to at clause 8.9 above. It is the responsibility of the Buyer to ensure that all such third parties maintain sufficient levels of insurance and the Buyer shall indemnify and keep indemnified the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of actions by or in connection with any such third party.

9. **Insolvency of Buyer**

- 9.1. This clause applies if:

- 9.1.1. the Buyer fails to comply with any term of the Contract (including stipulations as to payment);
 - 9.1.2. the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - 9.1.3. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - 9.1.4. the Buyer ceases, to carry on business; or
 - 9.1.5. the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 9.2. If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or withhold or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 9.3. In the event the Seller exercises any rights it may have to stop Goods in transit because of the Buyer's financial condition, the Seller may at its option resell such Goods at public or private sale without notice to the Buyer and without affecting the Seller's rights to hold the Buyer liable for any loss or damage caused by breach of Contract by the Buyer.

10. **Infringement**

The Buyer will indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of work done or the supply of Goods in accordance with the Buyer's specifications which involves the infringement of any letters patent, registered design, copyright, trademark or trade name or other rights of confidentiality of information or industrial, commercial or intellectual property.

11. **Force Majeure**

- 11.1. The Seller shall not be liable to the Buyer in any way whatsoever or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's control or beyond the control of the Seller's suppliers. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's control:
- 11.1.1. act of God, explosion, flood, tempest, fire or accident;
 - 11.1.2. war or threat of war, sabotage, insurrection, riot, civil disturbance or requisition;
 - 11.1.3. judicial actions or acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or any agency or sub-division thereof;
 - 11.1.4. import or export regulations or embargoes;
 - 11.1.5. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
 - 11.1.6. difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - 11.1.7. power or technical failure or breakdown in machinery;

11.1.8. delay in delivery to the Seller or the Seller's suppliers;

11.1.9. acts of the Buyer or a third party.

12 Disputes

- 12.1 No proceedings shall be commenced in respect of any claim, dispute or otherwise (the 'claim') arising from this Agreement (applications to the Court for emergency relief excepted) before the parties have first attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure (MMP) ("the Model Procedure")
- 12.2 To initiate mediation, a party must give notice in writing ("ADR Notice") to the other Party to the dispute requesting mediation in accordance with the preceding sub-clause. A copy of the request shall be sent to CEDR
- 12.3 The procedure in the Model Procedure will be amended to take account of:
- 12.3.1 any relevant provision in this Agreement
- 12.3.2 any other agreement which the parties may enter into in relation to the conduct of mediation ("Mediation Agreement")
- 12.4 If there is any point on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within 14 days from service of the ADR Notice, CEDR will, at the request of any party, decide that point for the parties, having consulted with them
- 12.5 The mediation will start not later than 28 days after the date of service of the ADR Notice
- 12.6 No party may commence any Court proceedings (except in a case of emergency for interim relief) in relation to any dispute or claim arising out of this Agreement until they have used all reasonable endeavours to settle it by mediation
- 12.7 Any party who commences Court proceedings (except to enforce the arbitrator's award) must serve an ADR Notice on the Party within 3 days or as soon as an order for interim relief has been made, whichever is later. That party will take no further steps in the Court proceedings until 3 months have elapsed from the service of the ADR Notice
- 12.8 Any claim shall if it has not been previously satisfied settled or withdrawn be deemed to have been withdrawn and shall become fully barred and unenforceable on the expiry of the period of 12 months commencing on the date that the claim is made unless proceedings in respect thereof shall have been commenced in respect of it (or if 13.2 applies to the claim unless an expert shall have been appointed to determine it within such period) or unless a mediation process under this clause 12 is ongoing at such point in time (in which event time shall stop running during that process but shall continue upon its ending)

13. General

13.1 The Buyer will not assign or transfer or purport to assign or transfer to any other person the Contract or the benefit thereof or the benefit of any condition, warranty or guarantee or other term or condition (express or implied) forming part thereof or relating to the Goods. 13.2 Any dispute touching or concerning these conditions having a monetary value (whether to both of or either of the parties) below [£20,000] arising under or in connection with these terms and conditions or the sale of the Goods shall be referred to a barrister of not less than 10 call years who has for such period specialised in commercial contracts in relation to the sale of goods to determine such dispute as expert (not arbitrator) appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Law Society of England & Wales. The expert shall determine the dispute in such manner as he shall consider appropriate to dispose of same as expeditiously and cost effectively as practicable and his determination shall (save in the case of manifest material error) be

final and binding upon the parties. The expert shall determine as a preliminary issue the monetary value of the dispute for the purpose of accepting or rejecting his jurisdiction to determine same under this provision. The expert's costs shall be borne equally by the parties (unless he shall otherwise direct in his discretion). The expert may instruct an expert of any other discipline required to report to him on any fact or matter to assist him in making his determination and such other expert's fees shall be added to and form part of the expert's costs.

13.3 Any notice required or permitted to be given by either party to the other under these terms and 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 the notice.

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

13.5 If any provision of these terms and 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 terms and conditions and the remainder of the provision in question shall not be affected.

13.6 All rights accruing to the Seller under or by virtue of these Conditions against the Buyer shall be enforceable without limitation by any parent or subsidiary company of the Seller without the necessity for any formal assignment of such rights but save as aforesaid no party to any Contract governed by these conditions other than the Seller or the Buyer shall be entitled to enforce or rely upon these Conditions or any term of any such Contract.

13.6 This Contract will be governed and construed in all respects in accordance with the laws of the England and subject to clause 13.2 above the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.