

STANDARD CONDITIONS OF SUPPLY OF GENERATORS

1. Interpretation

1.1

In these conditions “the Company” means the member of Ian Webb Engineering Ltd who is to supply Goods to the Customer; “the Customer” means the person, firm or company or body entering into any Contract with the Company; “Goods” means the Goods (including any instalment of the goods or any part of them) which the Company has supplied to the Customer in accordance with these conditions; “Conditions” means (a) the quotation/order/acceptance forms if the Customer’s order is accepted by the Company; and (d) the Ian Webb Engineering Ltd arbitration scheme and (unless the context otherwise requires) includes any special terms and Conditions agreed in writing between the Company and the Customer; “Contract” means the Contract of sale and the purchase of the Goods; “Delivery Date” means the date on which risk passes in accordance with the terms of Condition 9; “Standard Warranty” means the Ian Webb Engineering Ltd warranty relating to the Goods as in force at the date of Contract unless the quotation and/or acceptance of order specifically refers to a different warranty document in which case any reference to “Standard Warranty” in these Conditions is to be construed as a reference to that different warranty document; “Writing” includes telex, cable, facsimile transmission and comparable means of communication.

1.2

Any reference in these Conditions are for convenience only and shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

1.3

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

2. Basis of the Sale

2.1

The Company shall sell and the Customer shall purchase the Goods in accordance with any written order of the Customer, which is accepted by the Company subject to these Conditions, which shall govern the Contract to the exclusion of any other terms, and Conditions subject to which any such order is made or purported to be made by the Customer.

2.2

The Company's quotation is not an offer capable of acceptance but an invitation to treat. A Contract shall come into existence only when an order is placed by the Customer and is accepted by the Company on its standard form acceptance of order signed by and authorised signatory of the Company whether the order is based on the Company's quotation or not these Conditions of Contract shall be incorporated in such Contract save that, if a Customer, who has not previously contracted with the Company on these Conditions so chooses, he may rescind the Contract so made by letter reaching the office of the Company not later than the seventh day after posting of Company's acceptance order.

2.3

No variations to these Conditions shall be binding unless the same are varied in Writing, signed by a director of the Company and such signed variation is endorsed upon the Company's formal written acceptance of order from the Customer.

2.4

These Conditions are stipulated by the Company on its own behalf and on behalf of all its servants and agents and apply for the protection of all its servants and agents as for the Company.

2.5

These Conditions shall apply to the Contract between the Company and the Customer concerned in the Contract set out overleaf and to all subsequent Contracts between the Company and the Customer unless and until replaced by revised edition of which the Customer has received a copy

2.6

The Company's quotation is a quotation only for the Goods actually specified. The Company do not accept that any obligations are to be implied from those expressed.

2.7

Save as hereinafter provided no communication from the Company or any of its servants or agents is of any contractual effect or is to be treated as a representation of condition or warranty affecting the contractual obligations of the Company and the Customer under this or any other Contract unless expressly incorporated in writing in the Company's form of acceptance is signed by a director of the Company. In entering into the Contract, the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations, conditions or warranties, which are expressly incorporated.

2.8

In the event of any proposed variation of the terms of any Contract a new acceptance of order form will be issued containing such proposed variations which shall take effect as being contractually binding on both parties notwithstanding any conversation or writing of any kind to the contrary only as and when signed by a director of the Company and dispatched from the office of the Company for delivery to the Customer save that an election by the Company or requirement or decision of the director's of the Company may be notified by a simple letter signed by a director of the Company.

2.9

No indulgence granted or delay permitted by the Company shall constitute any bar to its enforcement of its rights at any time.

2.10

The Company shall not be obliged to pay over to the Customer any money credited to the Customer in the Company's books so long as the Company has any actual prospective claim of any nature against the Customer.

2.11

If any part of these Conditions shall be found unreasonable, invalid or unlawful under any statute or rule or law pertaining thereto, the Court or other competent tribunal shall have the power to strike out or over-ride that part, whether it be entire Conditions or some part or parts thereof, to the extent that is so found and no further, and the remainder of these Conditions shall not be affected thereby.

2.12

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

3. Price of the Goods

3.1

The price of the Goods shall be the Company's quotation price or, where no such price has been quoted (or the quoted price is no longer valid), the price list is the Company's published price list current at the date of the acceptance of the Customer's order. Where the Goods are supplied for export from the United Kingdom the Company's published export price list (if any) shall apply.

3.2

Unless the quotation and/or acceptance of order is endorsed "fixed price" the Company reserves the right, by giving notice to the Customer at any time before the 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 Company's control (such as, without limitations on the aforesaid, any alterations of duties, significant increase in the cost of labour, materials or other cost of manufacture, or currency fluctuations), any change in delivery dates, quantities or specifications for the Goods which requested by the Customer or any delay caused by instructions of the Customer or failure of the Customer to give the Company adequate information and instructions.

3.3

Except as otherwise agreed in Writing between the Company and the Customer all prices are given by the Company on an ex-works basis and where the Company agrees to arrange for physical delivery of the Goods to the Customer (or to any place nominated by the Customer) the cost of delivery (including carriage, packaging, insurance and offloading of the Goods) shall be payable by the Customer in addition to the price of the Goods at the same time as the Customer shall be liable to pay the price of the Goods.

3.4

The price is exclusive of any applicable Value Added Tax, which the Customer shall be additionally liable to pay to the Company.

3.5

The cost of the pallets and returnable containers will be charged to the Customer in addition to the price of the Goods, but a full credit will be given to the Customer provided they are returned undamaged to the Company before the due payment date.

4. Terms of payment

4.1

The time of payment of the price shall be of the essence to the Contract.

4.2

The Company reserves the right to require the Customer to make payments on account of the cost of components or materials supplied to the Company in connection with production and supply of Goods and, where payment is so requested, the Customer shall make payments to the Company within 14 days of the date of such a request.

4.3

The Payment of the Goods (credit being dully allowed for any sums received pursuant to the condition 4.2) shall be made in cash when the Goods are ready for collection ex-works for the Company's premises except where (prior to the date of the Contract with the Customer) the Company shall have agreed in writing to allow credit to the Customer. In cases where credit has been so agreed, the Customer shall pay the price of the Goods within the time stipulated in the agreement for credit notwithstanding the delivery may not have take place and the property on the Goods has not passed to the Customer.

4.4

The Customer shall pay the price of the Goods in accordance with the Condition 4.3 in default of which the Company may maintain an action for the price against the Customer.

4.5

If the Customer fails to make the payment on the due date then, without prejudice to any other rights or remedy available to the Company, the Company shall be entitled to:

4.5:1

Cancel the Contract or suspend any further deliveries to the Customer.

4.5:2

Repossess the Goods in the manner stipulated in Condition 9.4 herein and resell the Goods in the manner stipulated in Condition 9.5 herein.

4.5:3

Appropriate any payment by the Customer to any debt due from the Customer to the Company however longstanding as the Company may in its absolute discretion think fit notwithstanding any purported appropriation by the Customer.

4.5:4

Charge the Customer interest (both before and after any judgement) on the amount unpaid at the rate of 2% per month of four week calculating on the total balance outstanding at the end of each four week period and pro rata for any broken period until payment.

5. Delivery

5.1

Unless otherwise expressly stated on the quotation and/or acceptance of the order form, any dates given for delivery, commissioning or installation are estimates only and in no circumstances shall the Company be liable for any delay in delivery or performance howsoever arising. Time of delivery shall not be of the essence of the Contract 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.

5.2

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, but where the Company agrees to arrange for the physical delivery of the Goods to the Customer (or to any place nominated by the Customer), the Company shall make delivery by such method as the Company deems fit.

5.3

Where the Goods are to be delivered in instalments, such delivery shall constitute a separate Contract and where for any reason howsoever arising the Company considers that it is unable to make complete delivery of any parcel or instalment of Goods to the Company may delay such delivery or make such partial delivery on one or more occasions as it considers possible and the Customer's obligations to pay shall be correspondingly delayed or as the case may be proportionally reduced. Failure by the Company to deliver any or more of the instalments in accordance with these conditions, or any claim by the Customer in respect of any one or more such instalment shall not entitle the Customer to treat the Contract as a whole repudiated.

5.4

If the Company fails to deliver the Goods for any reasons other than any cause beyond the Company's control or the Customer's fault, then the Company is accordingly liable to the Customer, the Company's liability shall be limited to the excess (if any) of the cost of the Goods (in the cheapest available market) of similar goods to replace those not delivered at the price of the Goods.

5.5

If the Customer fails to take delivery of the Goods 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 may:

5.5:1

Store the Goods until the actual delivery and charge the Customer for the reasonable costs (including insurance) of storage or...

5.5:2

Treat the Customer's failure to take delivery as a deemed cancellation in which case the provisions of Condition 15 shall apply.

6. Instalment Contracts

6.1

Where any Contract is to be performed by the Company in stages or by instalments each stage and each instalment shall be treated as a separate contract regulated by these Conditions and the time herein set out for the performance of any act shall relate to each stage and each instalment as if it were a separate Contract.

6.2

Where payment is to be made to the Company by instalments, each instalment shall be treated as balance due under a separate Contract.

6.3

If any instalments of any payment in respect of any Contract is in arrears the Company may at any time while such arrears continue withdraw from further performance until the same is paid together with interest in full up to the date of payment and may commence proceedings to recover the same but this right shall be without prejudice to any other available right or remedy of the Company.

6.4

This Condition 6 shall apply where the Company makes partial deliveries pursuant to 5.3 hereof.

7. Quantity and Shortages

7.1

If the Customer notifies the Company in writing received by the Company in 21 days of the Delivery Date of Goods (or, in the case of export sales, the period referred to in Condition 7.2 below) of any shortages, and the Company is satisfied that such shortages occurred before the dispatch then the Company will make good the shortages at its own cost with such times as be reasonable for the Company, having

regard to its commitments or, at the option of the Company, reduce the price of the Goods not delivered, In no other circumstances shall the Company be liable for any shortages nor shall the Customer be entitled to any other relief in respect of shortages.

7.2

In the case of export sales, the period of notification to be given to the Company is which ever of the following shall be appropriate:

7.2:1

In the case of Goods sent by air or sea, within 21 days of the date the Goods are offloaded into the country where the same are to be delivered.

7.2:2

In all cases other than as mentioned in 7.2:1 above, within 21 days of the date when the Goods cross the frontier of the country where the same are to be delivered.

8. Extent of obligations, of liabilities and of remedies

8.1

Any advice or recommendation give by the Company or its servants or agents to the Customer or its servants or agents as to the storage application or use of the Goods which is not confirmed in Writing by the Company is followed or acted upon entirely at Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not confirmed.

8.2

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

8.3

The description of the Goods appears on the face of the quotation and/or the face of acceptance or order; where Goods are described by reference to a part number which appears on the Company's standard catalogue, the Goods shall be deemed to comply with the Contract if same comply with the Company's specification (current as at the Delivery Date) for Goods sold under such part number.

8.4

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

8.5

Except where the Company has given advice or recommendations in Writing as to the suitability of any Goods, the Customer relies solely on his own skill and judgement as to the suitability for any purpose of the Goods to be supplied by the Company.

8.6

Subject to expressly provided in these Conditions, and other than where the Customer is dealing as a consumer (as defined by the Unfair Contract Terms Act 1977), all Conditions, warranties or other terms in respect of Goods, whether express or implied by common law or by the Sales of Goods Act 1979, the Supply of Goods and Services Act 1982 or any other permitted by law, save that the Company warranties as follows:

8.6:1

The Goods correspond with their description as defined in 8.3 above.

8.6:2

The Goods are supplied subject to and with the benefit of the Standard Warranty.

8.7:1

Except in respect of death or personal injury caused by the Company's negligence, and save as foresaid, the Company shall be under no liability whatsoever for any breach of Contract whether of an express or an implied term howsoever arising and whether amounting to a repudiatory or fundamental breach or not, and whether tortious or not, nor for any act of negligence whether in Contract, or otherwise nor shall the Company be liable to the Customer by reason of any representation.

8.7:2

The Company shall not be liable to the Customer for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the Supply of Goods or their use of resale by the Customer nor for any damages of payments (except such as may be expressly provided for in these Conditions) and in no event whatsoever shall the Company's liability exceed the Contract price of the Goods.

8.8

The requirements and recommendations of the Company (and of the manufacturers of any engine, alternator and radiator comprised in the Goods) relating to the fitting and/or installation servicing inspection testing and use of any Goods (and the engines and alternators and radiators comprised therein) must strictly adhered to; the Customer must ensure that the Goods are regularly run and tested (so as to check and record that the same continue to perform accordingly to specification). Without prejudice to the generality of the foregoing condition or any other condition herein contained, the Company shall be under no liability whatever for or in respect of any damage or loss arising directly or indirectly from the failure to the provision contained or referred to in this condition 8.8.

8.9

THE CUSTOMER SHOULD INSURE AGAINST ALL RISKS OF LOSS OR DAMAGE (WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE SUPPLY OF GOODS UNDER THIS OR ANY OTHER CONTRACT WITH THE COMPANY.

9. Risk and Title

9.1

The risk in the Goods shall pass to the Customer (notwithstanding that the property may not have been passed to him) on the earlier of the following:

9.1:1

Where delivery is to be ex-works, at the time when the Company notifies the Customer that the Goods are available for collection or...

9.1:2

Where the Company and the Customer agree that the Goods are to be delivered otherwise than at the Company's premises, in the case of delivery by any other form of carriage, as soon as the Goods are received by the carrier or...

9.1:3

If the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.

9.2

Notwithstanding delivery and the passing of the 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 all other Goods agreed to be sold by the Company to the Customer for which payment is due.

9.3

Until payment of the price as foresaid, 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 stores, protection and insured, and identified as the Company's property. Until that time the Customer shall be entitled to resell or use the Goods in the ordinary course of it 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 for any monies or property of the Customer sand third parties, and in the case of tangible proceeds, properly stored, protection and insured.

9.4

Until such time as the property in the Goods passes to the Customer or if under Condition 14.1 applies to the Customer (and provided the Goods are still in existence and have not been resold) the Company shall (without prejudice to any other available rights and remedies of the Company) be entitled at any time to require the Customer to deliver up the Goods to the Company, and if the Customer fails to do so fore with,

the Company may by its servants or agents enter upon any premises of the Customer or any third party where the Goods are stores and repossess the Goods.

9.5

If the Company repossesses the Goods it may resell the same. If the proceeds of the resale exceed the amount of the Customers indebtedness to the Company, however arising and including damage for breach of any Contract and duty. The Company shall account to the Customer for such surplus.

9.6

The Customer shall not be entitled to pledge or in any way charge by the way of security for indebtedness any of the Goods which remain the property of the Company and if the Customer does so, all monies owing by the Customer to the Company shall (without prejudice to nay other right or remedy of the Company) for with become due and payable.

9.7

The benefit and/or proceeds of any dealing with the Goods by the Customer in contravention of the Company's rights shall be held in trust for the Company and any such proceeds shall be paid by the Customer into a separate bank account in the name of the Company.

9.8

The Company shall have a general lien over all property of the Customer in possession of the Company for all the debts from such Customer howsoever and wherever arising.

10. Sub Contract

10.1

The Company reserves the right to perform all and any of its obligations under the Contract by one or more sub-contractor of its choice. All these terms and condition apply with outstanding that the work is performed by sub-contractors.

11. Installation and Commissioning

11.1

THE PROVISIONS OF THIS CONDITION 11 SHALL ONLY APPLY WHERE IT IS STATED, ON THE FACE OF THE QUOTATION AND/OR ACCEPTANCE OF ORDER THAT THE COMPANY SHALL CARRY OUT ANY INSTALLATION AND COMMISSIONING WORK.

11.2

The Customer shall ensure that, prior to the anticipated delivery date of the Goods or any part thereof, the site where the same are to be delivered (and all access routes thereto) is clear, can be used without danger or difficulty by vehicles transporting the Goods and has full facilities for offloading the Goods and storing the same (pending completion of installation and commissioning) in a safe and suitable environment.

Unless otherwise expressly stated on the quotation and acceptance of order form, the Customer shall also ensure that, prior to the intended date of any commissioning or installation works (and throughout the period of such works), there is available to the Company suitable lifting equipment, fuel, power and compressed air supplies, labour and test facilities as required by the Company to install, test and commission the Goods.

11.3

If the Customer shall be in breach of the provisions of the Condition 11.2 above, the Company may at its option defer carrying out any installation and commissioning work until the Customer shall have fully complied with the provisions of Condition 11.2 above or obtain itself such additional equipment facilities and other items as are required to complete the installation and commissioning. In either case the Customer shall pay to the Company the full amount of all costs and expenses (and other losses) incurred by the Company as a result of the Customer's breach. If there shall be any dispute as to the amount of the Company's costs, losses and expenses the same shall be certified by the Company's auditors whose certificate shall be final.

11.4

When the Company considers that it has completed its works of installation and commissioning it shall carry out such tests, as it considers reasonably necessary to demonstrate that the Goods are functioning in accordance with the Company's specification therefore. The Company shall notify the Customer of the time and place of such tests so that the Customer may nominate one of its employees to be present. If such tests show that the Goods are functioning as foresaid, the Company shall issue a statement to that effect if not the Company shall carry out such further works and additional further tests until the same demonstrate that the Goods are functioning as foresaid, at which point the Company shall issue a written statement to that effect.

11.5

If the Company shall fail to carry out any works of commissioning, testing or installation or fail to carry out the same totally and/or with due care, the Company's sole liability shall be carry out such further works of commissioning testing and installation as are required in order for the Company to issue a statement in accordance with the provisions of Condition 11.4. Under no circumstances shall that Company be liable to pay or credit the Customer with damages or loss whether direct or indirect or consequential; in no event whatsoever shall the Company's liability exceed the Contract price of the Goods.

11.6

THE CUSTOMER SHOULD INSURE AGAINST ALL RISKS OF LOSS OR DAMAGE (WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR OTHERWISE, AND WHETHER AS A RESULT OF ANY ACT OR DEFAULT OF ANY EMPLOYEE OF THE COMPANY OR OTHERWISE) WHICH MIGHT

ARISE OUT OF OR IN CONNECTION WITH THE INSTALLTION, TESTING OR COMMISSSIONING OF GOODS.

12. Export Sales

12.1

In these Conditions “Incoterms” means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Incoterms shall apply to this Contract save to the extent that they are inconsistent with any of the Conditions herein. Unless the context otherwise requires, any term or expression which is defined or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, provided that if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

12.2

When the Goods are supplied for export from the United Kingdom the provisions of Conditions shall apply and in particular the provisions of Conditions 12.3, 12.4 and 12.5 shall (subject to any special terms agreed in writing between the Company and the Customer) apply notwithstanding any other provisions of these Condition, which may be inconsistent with Clause 12.

12.3

Prior to the anticipated delivery of Goods, the Customer shall obtain all consents licenses and permissions which are required for the import of the Goods into the country or place where the same are to be delivered and shall be liable for payment of any duties thereon. If any such consents, licenses or permissions are not obtained prior to such anticipated date of delivery, this shall not in any way relieve the Customer of its obligations to pay for the Goods but the Customer shall forthwith notify the Company in writing of the failure to obtain the same and (notwithstanding any other terms in this or any other Contract relating to the Goods) the Company shall be deemed to have made complete delivery when such Goods are available for collection ex-works from the Company’s premises.

12.4

Unless otherwise agreed in writing between the Company and the Customer, delivery of the Goods shall be made in accordance with Condition 5.2 herein, and in no circumstances shall the Company be under any obligation to give notice under Section 32(3) of the Sales of Goods Act 1979.

13. Force Majeure

13.1

The Customer shall not be liable to the Customer 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

Company's obligations in relation to the Goods, if the delay or failure is due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as being beyond on the Company's reasonable control; (a) Act of God, explosion, flood, fire or accident; (b) war or threat of war, a national emergency, an outbreak of hostilities (whether involving United Kingdom and whether or not war is declared), sabotage, civil disturbance or requisition; (c) acts, restrictions, regulations, by law, prohibitions or measures of any kind on the part of any Governmental, parliamentary or local authority; (d) import or export regulation or embargoes; (e) strikes, lock-outs, trade disputes or other industrial actions (whether involving employees of the Company or the third party); (f) power failure or breakdowns in machinery, other breakdowns, delays in transport, accidents fire, delay in delivery of raw materials or components or difficulties in obtaining raw materials, labour, fuel, parts or machinery; (g) the Company's involvement in direct or indirect engagements on Government Contracts or Contracts under priority directions so as to prevent, hinder or delay work on other Contracts.

13.2

Should the performance by the Company of any of its obligations under the Contract be prevented, hindered or delayed by or in consequence of any occurrence referred to in Condition 13.1 above, the Company shall be entitled at any time, on notice to the Customer, to make partial deliveries only or to determine the Contract without liability and without prejudice in any case to rights which have already accrued to the Company in respect of deliveries already made.

14. Insolvency of the Customer

14.1

This Condition applies if (a) the Customer makes a voluntary arrangement with its creditors or becomes subject to any administration order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation (otherwise than for the purposes of bona fide amalgamation or reconstruction) or (b) any resolution or petition to wind up the Customer's business shall be passed or presented otherwise than for a bona fide amalgamation or reconstruction or (c) an encumbrance takes possession or a receiver is appointed of any of the property or assets of the Customer or (d) the Customer shall have any distress or execution levied upon it, its property or assets or (e) the Customer ceases, or threatens to cease, to carry on business or (f) if a partner in the Customer (being a firm) shall become insolvent or make or offer to make any arrangement or composition with his creditors, or commit any act of bankruptcy, or if any petition or receiving order then bankruptcy shall be presented or made against him or (g) 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.

14.2

If Condition 14.1 above applies then without prejudice to any other rights or remedy available to the Company, the Contract shall be deemed to be cancelled in accordance with Condition 15 below, and the Company shall be entitled to suspend further deliveries under the Contract without any liability to the Customer, and if the Goods

have been delivered, but not paid for, the price shall become immediately due and payable notwithstanding any previous arrangements to the contrary.

15. Deemed cancellation and cancellation

15.1

If the Customer shall make a default in or commit any breach of its obligation to the Company or if Condition 14.1 above applies to the Customer, a partner of the Customer, the Customer shall be deemed to have cancelled the Contract and any other Contract then subsisting between it and the Company. The following provisions shall apply to such cancellation, which shall take effect without prejudice to the Company's accrued rights and existing remedies against the Customer.

15.2

If any order for Goods given by the Customer shall be cancelled or be deemed to be cancelled by the Customer after acceptance of order by the Company for any reason otherwise than as liquidated damages the cost to the Company of any Goods, works or material expended in the execution and in preparation for the execution of the Contract and further in every case the profit which the Company might reasonably have made on such Contract but the Company shall give credit to the amount of any such costs (not profit) recovered in respect of the same Goods or materials by virtue of any other Contract and the amount of any deposit recovered from the Customer, such sum ascertained as foresaid shall be certified final.

16. General

16.1

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 principle 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.

16.2

No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver for any subsequent breach of the same or any other provision.

16.3

Any dispute between the Company and the Customer arising in any way in connection with the Contract between them shall be determined in the first place of manner, if any, provided in these conditions for the resolution of such dispute; in any other case by reference to arbitration under the provision of the Arbitration Acts 1950-1979 and under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrator or arbitrators shall be Condition precedent to either party to sue the other except for an action by the Company for debts due from the Customer.

16.4

The Contract between the Company and the Customer shall be governed exclusively by English Law.