

Conditions of Sale and Supply

1 INTERPRETATION

1.1 In these Conditions:

"Buyer" means the 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 and (unless the context otherwise requires) includes any special terms and conditions agreed to in Writing between the Buyer and the Seller;

"Contract" means the contract for the purchase and sale and/or supply of the Goods and/or the Services;

"Goods" means the Goods (including any instalment of the Goods or any parts of them) which the Seller is to supply in accordance with these Conditions;

"Person" Means any individual, body, corporate, limited liability partnership, governmental body or any entity having a separate legal personality;

"Price" means the price paid for the Goods and/or Services;

"Seller" means Superite Tools Limited (registered in England under company number 616970) whose registered office is at 3 Vigo Place, Aldridge, Walsall, West Midlands, W59 8UG;

"Services" means the services of modification, repair or rectification of the Buyers Tools as performed by the Seller (and "Services" shall be construed accordingly);

"Tools" means the tools, materials and other equipment of the Buyer supplied to the Seller for the performance of the Services or any third party for which the Buyer may be acting as agent and whose tools and equipment have been supplied by the Buyer to the Seller for the provision of the Services;

"Writing" includes facsimile transmission and comparable means of communication including email (and "Written" shall be construed accordingly).

1.2 any reference in these Conditions to any provision of a statute 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.

1.4 the singular includes the plural and vice versa, and words importing one gender include all genders.

2 BASIS OF THE SALE OR SUPPLY

2.1 The Seller shall sell or supply and the Buyer shall purchase the Goods and/or Services in accordance with any Written quotation of the Seller which is accepted by the Buyer, or any Written order of the Buyer which is accepted by the Seller, subject in either case 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.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

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

2.4 The Buyer acknowledges that in entering into the Contract it does not rely on 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 or the effect of the Services whether or not confirmed in Writing by the Seller, and such advice or recommendation 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.

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 Seller shall be subject to correction without any liability on the part of the Seller.

3 ORDERS AND SPECIFICATIONS

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless 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 or Services 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 specification for the Goods or the Services to be performed 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 If the Goods are to be manufactured by the Seller in accordance with specifications and drawings prepared by the Seller's design staff, the Seller shall not be bound to commence such manufacture until the Seller's specification and drawings have been approved in Writing by the Buyer.

3.5 If the Goods are to be manufactured by the Seller in accordance with a specification submitted by the Buyer, the Seller shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright design, trademark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

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

3.7 If the Buyer supplies raw materials or other items to the Seller for the purposes of manufacture of the Goods, such materials are held by the Seller entirely at the Buyer's risk and the Seller reserves the right to charge the Buyer in respect of any loss, damage or cost incurred as a result of defect or unsuitability of such materials.

3.8 The Seller shall not be liable for any sampling or testing costs incurred by the Buyer or any of its agents in relation to the Goods.

3.9 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 and loss of contribution for under utilised capacity), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

3.10 The Seller may take photographs of any Tools provided to the Seller by the Buyer. By allowing a photograph to be taken of the Tools the Buyer grants the Seller permission to use the photograph, either in its original format or altered or cropped, in anyway deemed appropriate by the Seller.

3.11 All photographs are protected by international copyright laws and all copyright in the photographs belongs solely to the Seller. This means that the Buyer has limited rights of use of these photographs and the Buyer may not

3.11.1 reproduce any of the images/photographs

3.11.2 distribute any of the images/photographs;

3.11.3 crop/resize any of the images/photographs;

3.11.4 use the images/photographs commercially;

3.11.5 otherwise alter any of the images/photographs without the permission of the Seller.

4 PRICE OF THE GOODS OR SERVICES

4.1 The Price shall be the Seller's quoted price. Subject to Condition 4.2 all Prices quoted are valid for 30 days only until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right to re-quote following initial dismantling should unseem additional work or damage become evident.

4.3 The Price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay 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 = immediately upon confirmation of acceptance of the Buyer's orders pursuant to Condition 3.1, or upon the Buyer's acceptance of the Seller's quotation.

5.2 The Buyer shall pay the Price of the Goods as follows:-

5.2.1 unless a satisfactory Buyer's credit account is in place with the Seller, Seller's invoices must be fully paid by cleared funds prior to dispatch by the Seller.

5.2.2 subject to the Seller granting the Buyer an approved credit account and the Buyer not exceeding any agreed credit limit the full invoiced Price must be fully paid by the Buyer by cleared funds within 30 days of receipt of the Goods or performance of the Services by the Buyer.

5.3 The Seller shall be entitled to recover the Price at any time after the Prices has become payable under the Contract, notwithstanding section 49(1) of the Sale of Goods Act 1979, or that delivery may not have taken place, or the property in the Goods has not passed to the Buyer. The time for payment of Price shall be the essence of the Contract. Receipts for payment will only be issued on request.

5.4 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:-

5.4.1 cancel the Contract or suspend further deliveries or performance of any Services to the Buyer;

5.4.2 appropriate any payment made by the Buyer to such of the Goods or Services (or the goods or services supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.4.3 charge the Buyer interest daily (both before and after any judgement) on the amount unpaid, at the rate of 3 per cent per annum above National Westminster Bank Plc base rate from time to time, until payment in full is made.

6 DELIVERY

6.1 Delivery of Goods shall be made by the Seller delivering the Goods to such place as the Buyer shall have notified to the Seller in Writing. Performance of the Services shall be at the Seller's premises. Tools forming the subject of the Services shall then be delivered back to the Buyer at such premises as the Buyer shall have notified to the Seller in Writing.

6.2 Any dates quoted for the delivery of the Goods or performance are approximate only and the Seller shall not be liable for any delay in the delivery of the Goods or Services whatsoever caused. Time for delivery or performance of the Services 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 the Goods are to be delivered or the Services performed in instalments, each instalment shall constitute a separate contract and failure by the Seller to deliver or perform 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.

6.4 If the Seller fails to deliver the Goods or performs the Services for any reason other than any cause beyond the Seller's reasonable 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 to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods, or the excess (if any) of the cost of modifying, repairing or rectifying the Tools over the Price of the Services.

6.5 If the Buyer fails to take delivery of the Goods or Tools which have been Serviced or fails to give the Seller adequate delivery instructions at the time stated for delivery (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:-

6.5.1 store the Goods or Tools until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.5.2 sell the Goods or Tools 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 or charge the Buyer for any shortfall under the Price.

7 RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or to any other provisions 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 properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.4 Until such time as the property in the Goods passes to the Buyer (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, then the Buyer grants the Seller an irrevocable licence to enter upon its premises to recover and remove the Goods, and the Buyer shall use its best endeavours to procure a similar right of entry and repossession in respect of the premises of any third party where the Goods may be stored.

7.5 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 the 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.

7.6 The Seller has the right to dismantle the Goods or detach the Goods from any items in which they may have been incorporated (without prejudice to any of its other remedies).

7.7 If the Buyer incorporates the Goods into Tools or other products whether with the addition of its Goods or those of others or uses the Goods as materials for other products (with or without such addition) the property in those other products (including the Tools) is upon incorporation or use transferred to the Seller and the Buyer as bailee of them for the Seller will store the same separately and marked so as to be identifiable without charging the Seller.

7.8 The Seller shall have a full lien over all Tools which may be in use on its premises for the provision of Services until such time as the Buyer has made payment in full under the Contract and under any other contract extant at that time between the Seller and Buyer. The Seller shall have all right and liberty to sell those Tools if the Buyer defaults in payment or otherwise be in breach of the Contract, or any other contract between the Seller and the Buyer, extant at the relevant time pursuant to which the Buyer is indebted to the Seller.

7.9 The Buyer shall fully and effectively indemnify the Seller on demand against any costs, claims, actions, demands, fines, penalties, awards, damages or other expenses which the Seller may suffer or incur as a result of any claim or action by any third party against the Seller for recovery of its tools and equipment if those tools and equipment have been provided to the Seller by the Buyer as agent for the third party, and the seller has exercised its rights to retain those tools and equipment pursuant to condition 7.8

8 WARRANTIES AND LIABILITY

8.1 Subject to the Conditions set out below the Seller warrants that the Goods will correspond with their specification at such time as the Buyer or its authorised servants or agents shall have inspected the Goods at the Seller's premises for the purpose of sampling and making inspection reports.

8.2 The warranty in Condition 8.1 is given by the Seller subject to the following Conditions:-

8.2.1 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;

8.2.2 the Seller shall be under no liability in respect of any defect arising from willful damage, negligence or failure to follow the Seller's instructions (whether oral or in Writing) during sampling and inspecting by the Buyer or its authorised servants or agents;

8.2.3 the Seller shall be under no liability under the warranty in Condition 8.1 (or any other warranty, condition or guarantee) if the total price of the Goods has not been paid by the due date for payment.

8.2.4 the above warranty in Condition 8.1 does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

8.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Protection from Unfair Trading Regulations 2008) the statutory rights of the Buyer are not affected by these Conditions.

8.5 Any claim by the Buyer 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 Buyer) be notified to the Seller within one month 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 Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods or the Services and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered or the Services performed in accordance with the Contract.

8.6 Where any valid claim in respect of any of the Goods or Services which is based on any defect in the quality or condition of the Goods or Services or their failure to meet specification is notified to the Seller in accordance with these Conditions the liability of the Seller to the Buyer shall be limited to the rectification of such defect in quality or condition or such failure to meet specification by the Seller's staff, or where such rectification is impossible the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or proportionate part of the price), but the Seller shall have no further liability to the Buyer.

8.7 The Seller's liability to the Buyer in contract, tort (including negligence), misrepresentation (whether innocent or negligent), breach of statutory duty or otherwise arising out of or in connection with the Contract shall not extend to:-

8.7.1 any direct loss of profit (whether actual or anticipated);

8.7.2 any indirect loss of anticipated savings;

8.7.3 any indirect, economic or consequential loss of damage including:-

8.7.3.1 indirect loss of profit (whether actual or anticipated);

8.7.3.2 indirect loss of anticipated savings;

8.7.3.3 loss of contracts;

8.7.3.4 loss of use of money;

8.7.3.5 loss of revenue;

8.7.3.6 loss of goodwill or loss of or damage to reputation;

8.7.3.7 loss of business or business opportunity;

8.7.3.8 loss of opportunity;

8.7.3.9 plant shut down or reduced production;

8.7.3.10 loss of management time;

8.7.3.11 loss of, damage to or corruption of data;

8.7.3.12 any costs and expenses with any claims for any of the above;

8.8 Whether or not such losses were reasonably foreseeable or if the Seller has been advised of the possibility of the Buyer incurring such losses. Subject to Condition 8.7, in no event shall the aggregate liability of the Seller to the Buyer under the Contract, or in tort (including negligence) or otherwise in respect of all claims, losses or damages arising under or in connection with the Contract whatsoever caused (other than for death or personal injury caused by the negligence of the Seller or its agents) exceed £300,000. Without prejudice to the generality of the foregoing, should any Goods or Tools be damaged or stolen before delivery to the Buyer, then the maximum liability of the Seller to repair or replace any such Goods or Tools, shall be the actual repair or replacement cost of such Goods or Tools and in any event shall be no more than £300,000.

8.9 The parties agree that the limitations set out above are reasonable given their respective commercial positions and ability to purchase relevant insurance in respect of risks not covered.

8.10 Notwithstanding the above and other limitations and exclusions set out in the Contract, neither party limits or excludes any liability for:-

8.10.1 personal injury (including sickness and death) to the extent that such injury results from the negligence or willful default of a party or its employees; or

8.10.2 fraud or fraudulent misrepresentation;

8.10.3 any breach of any obligation implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

8.10.4 any other liability to the extent that same cannot be excluded or limited by law

8.11 The Seller shall not be liable to the Buyer 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 reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:-

8.11.1 act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition.

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

8.11.3 import or export regulations or embargoes;

8.11.4 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

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

8.11.6 power failure or breakdown in machinery.

9 INDEMNITY

9.1 Subject to Condition 3.5, if any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim provided that-

9.1.1 the Seller is given full control of any proceedings or negotiations in connection with any such claim;

9.1.2 the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;

9.1.3 except pursuant to any final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent in writing of the Seller (which consent shall not be unreasonably withheld);

9.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to any infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under such policy or cover (which the Buyer shall use its best endeavours to do);

9.1.5 the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim.

9.2 Without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this Condition.

10 INSOLVENCY OF BUYER

10.1 This Condition applies if:-

10.1.1 the Buyer makes any voluntary arrangement with its creditors or 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

10.1.2 an encumbrancer takes possession, or a receiver or administrative receiver, administrator or other licensed insolvency

10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

10.1.4 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.

10.2 If this Condition 10 applies then, without prejudice to any other right or remedy available, the Seller shall be entitled to cancel the Contract 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.

10.3 If this Condition 10 applies, then the Seller its servants or agents shall have the right with or without prior notice at any time to retake possession of the whole or any part of the Goods (and for that purpose shall be granted an irrevocable licence to go upon any premises occupied by the Buyer and use the Buyer's equipment to retake possession) and the Buyer shall indemnify the Seller against all costs and liabilities which the Seller incurs in retaking possession of the Goods (or any part thereof) without limitation any liability in respect of any damage caused to such premises in such re-taking of possession and removal of Goods which was necessary to effect such repossession.

11 EXPORT TERMS

11.1 In these Conditions "Incoterms" means the international rules for interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning these conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail;

11.2 Where the Goods are supplied for export from the United Kingdom the provisions of this Condition 11 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

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

11.4 Unless otherwise agreed in Writing between the Buyer and the Seller the Goods shall be delivered f.o.b the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

11.5 The Buyer shall be responsible for arranging or testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which are made after shipment, or in respect of any damage during transit.

11.6 Payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank acceptable to the Seller or, if the Seller has agreed in Writing on or before acceptance of the Buyers order to waive this requirement, by acceptance by the Buyer and delivery to the Seller of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of the Seller at such branch of National Westminster Bank plc in England as may be specified in the bill of exchange.

11.7 The Buyer undertakes not to offer the Goods for resale in any country notified by the Seller to the Buyer or before the time the Buyers order is placed, or to sell the Goods to any person if the Buyer knows or has reason to believe that the person intends to resell the Goods in any such country.

12 CONSENT TO USE YOUR PERSONAL INFORMATION

For the purposes of the Data Protection Act 1998 the Buyer acknowledges that by entering into the Contract with the Seller certain personal information or data will be captured electronically or otherwise stored and processed by the Seller. By accepting these Conditions the Buyer agrees to the use, storage and processing of personal information by the Seller for the purposes of providing services to the Buyer.

13 GENERAL

13.1 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 the notice.

13.2 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.

13.3 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 provisions in question shall not be affected thereby.

13.4 Any dispute arising under or in connection with these Conditions or in the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Gauge and Tool Makers Association. However, nothing in this Contract shall prevent either party from raising court proceedings in order to preserve or enforce its proprietary or other rights.

13.5 The Buyer shall not without the prior written consent of the Seller assign or transfer or purport to assign or transfer the Contract.

13.6 The Contract shall be governed by the laws of England and the Seller and the Buyer submit themselves to the exclusive jurisdiction of the Courts of England in the interpretation of this Contract or the resolution of any dispute arising under it.