

Standard Terms and Conditions for the Sale of Goods

The Buyer's attention is drawn in particular to the provisions of clause 12

1 Interpretation

1.1) In these Conditions:

"Business Day" means any day other than a Saturday, Sunday or bank holiday;

"Buyer" means the person who accepts a quotation or offer of PennWhite for the sale of the Goods or whose order for the goods is accepted by PennWhite.

"Contract" means the contract for the purchase and sale of the Goods under these conditions;

"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 in writing between the Buyer and PennWhite;

"Delivery Date" means the date on which the Goods are to be delivered as stipulated in the Order;

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

"Month" means a calendar month;

"Order" means the Buyer's order for the Goods, as set out in the Buyer's purchase order form, the Buyer's written acceptance of the buyer's quotation, or overleaf, as the case may be;

"PennWhite" means Penn-White Limited, a company registered in England under 5436576 and includes all employees and agents of Penn-White Limited.

"Writing" includes any communications effected by post, courier, fax, electronic mail or any comparable means.

1.2) Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or 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) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2) Application of Conditions

2.1) These Conditions shall apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or dealing.

2.2) The Order constitutes an offer by the Buyer to purchase Goods in accordance with these Conditions. The Buyer is responsible for ensuring the terms of the Order and any applicable specification submitted by the Buyer are complete and accurate.

2.3) The Order shall only be deemed to be accepted when PennWhite issues a written acceptance of the Order ("**Order Acknowledgement**"), at which point the Contract shall come into existence and no contract for the sale of the Goods shall be binding on PennWhite until the Order Acknowledgement has been issued.

3) Basis of Sale

3.1) PennWhite's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by PennWhite 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.

3.2) No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and PennWhite.

3.3) Sales literature, price lists and other documents issued by PennWhite in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. Any samples, drawings, descriptive matter or advertising produced by PennWhite and any descriptions or illustrations contained in PennWhite's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

3.4) Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by PennWhite shall be subject to correction without any liability on the part of PennWhite.

4) Orders and Specifications

4.1) No order submitted by the Buyer shall be deemed to be accepted by PennWhite unless and until confirmed in writing by PennWhite's authorised representative.

4.2) The specification for the Goods shall be those set out in PennWhite's sales documentation unless varied expressly in the Order (if accepted by PennWhite). The Goods will only be supplied in the minimum units (or multiples) stated in PennWhite's price list or in multiples of the sales outer as specified. Orders received for quantities other than these will be adjusted.

4.3) To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Buyer, the Buyer shall indemnify PennWhite against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by PennWhite in connection with any claim made against PennWhite for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with PennWhite's use of the specification. This clause 4.3 shall survive termination of the Contract.

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

4.5) No order which has been accepted by PennWhite may be cancelled by the Buyer except with the agreement in writing of PennWhite on the terms that the

Buyer shall indemnify PennWhite in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by PennWhite as a result of cancellation.

5) Price

5.1) The price of the Goods shall be the price set out in the Order (if accepted by PennWhite), or, if no price is quoted, the price set out in PennWhite's published price list in force as at the date of delivery.

5.2) Where PennWhite has quoted a price for the Goods the price quoted shall be valid for 30 days only or such lesser time as PennWhite may specify.

5.3) PennWhite 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 PennWhite which is due to (i) any factor beyond the control of PennWhite (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), (ii) any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or (iii) any delay caused by any instructions of the Buyer or failure of the Buyer to give PennWhite adequate or accurate information or instructions.

5.4) PennWhite will, at PennWhite's sole discretion, allow the Buyer quantity discounts subject to and in accordance with the conditions set out in PennWhite's published price list for the Goods current at the date of acceptance of the Order.

5.5) Any settlement discount specified by PennWhite in the Contract will be allowed by PennWhite to the Buyer in respect of Goods for which payment is received by PennWhite on or before the due date and otherwise in accordance with the payment terms set out in these Conditions and provided that no other amounts owing by the Buyer to PennWhite are overdue and unpaid.

5.6) Except as otherwise stated under the terms of any quotation or in any price list of PennWhite, and unless otherwise agreed in writing between the Buyer and PennWhite, all prices are inclusive of PennWhite's charges for packaging and transport.

5.7) The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to PennWhite.

6) Payment

6.1) Subject to any special terms agreed in writing between the Buyer and PennWhite, PennWhite shall 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 PennWhite shall be entitled to invoice the Buyer for the price at any time after PennWhite has notified the Buyer that the Goods are ready for collection or (as the case may be) PennWhite has tendered delivery of the Goods.

6.2) The Buyer shall pay the price of the Goods (less any discount or credit allowed by PennWhite) by the 20th day of the month following the date of PennWhite's invoice or otherwise in accordance with such credit term as may have been agreed in writing between the Buyer and PennWhite in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

6.3) All payments shall be made to PennWhite as indicated on the Order Acknowledgement or invoice issued by PennWhite.

6.4) PennWhite is not obliged to accept orders from any customer or buyer who has not supplied PennWhite with references satisfactory to PennWhite; if at any time PennWhite is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further goods will be delivered to the Buyer other than against cash payment and notwithstanding Clause 6.2 of these conditions, all amounts owing by the Buyer to PennWhite shall be immediately payable in cash.

6.5) The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). PennWhite may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Supplier to the Buyer.

7) Delivery

7.1) Delivery of the Goods shall be made by PennWhite delivering the Goods to the place in the United Kingdom specified in the Order and/or PennWhite's Order Acknowledgement as the location to which the Goods are to be delivered by PennWhite or, if no place of delivery is so specified, by the Buyer collecting the Goods at PennWhite's premises at any time after PennWhite has notified the Buyer that the Goods are ready for collection (the "**Delivery Location**"). Delivery is completed (i) on the completion of unloading of the Goods at the Delivery Location where such Goods are unloaded by PennWhite or (ii) once the Goods are made available for unloading at the Delivery Location where the Buyer (or its employees or representatives) are unloading the goods or (iii) once the Goods are made available by PennWhite where the Goods are to be collected by the Buyer.

7.2) The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by PennWhite in writing. PennWhite shall not be liable for any delay in delivery of the Goods that is caused by an event of Force Majeure or the Buyer's failure to provide PennWhite with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. The Goods may be delivered by PennWhite in advance of the Delivery Date upon giving reasonable notice to the Buyer.

7.3) Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by PennWhite 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.

7.4) If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that

date, PennWhite shall be entitled upon given written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provision of Condition 10.1 of these Conditions risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to PennWhite all costs and expenses including storage and insurance charges arising from such failure.

8) Non-Delivery

8.1) If PennWhite fails to deliver the Goods or any of them on the Delivery Date other than for reasons outside PennWhite's reasonable control or the Buyer's or its carrier's fault:

- 8.1.1) if PennWhite delivers the Goods at any time thereafter PennWhite shall have no liability in respect of such late delivery;
- 8.1.2) if the Buyer gives written notice to PennWhite within 5 Business Days after the Delivery Date and PennWhite fails to deliver the Goods within 5 Business Days after receiving such notice the Buyer may cancel the Contract and PennWhite's liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods not delivered.

9) Inspection/Shortage

9.1) The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.

9.2) Where the Goods cannot be examined the carriers note or such other note as appropriate shall be marked "not examined".

9.3) PennWhite shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the terms of this clause are not complied with and, in any event will be under no liability if a written complaint is not delivered to PennWhite within 5 days of delivery detailing the alleged damage or shortage.

9.4) In all cases where defects or shortages are complained of PennWhite shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to PennWhite before any use is made thereof or any alteration or modification is made thereto by the Buyer.

9.5) Subject to condition 9.3 and condition 9.4, PennWhite shall make good any shortage in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

10) Risk and Retention of Title

10.1) Risk of damage to or loss of the Goods shall pass to the Buyer at:

- 10.1.1) in the case of Goods to be delivered at PennWhite's premises, the time when PennWhite notifies the Buyer that the Goods are available for collection; or
- 10.1.2) in the case of Goods to be delivered otherwise than at PennWhite's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when PennWhite has tendered delivery of the Goods.

10.2) Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until PennWhite has received in cash or cleared funds payment in full of the price of the Goods and any other goods that PennWhite has supplied to the Buyer in respect of which payment has become due, in which case legal and beneficial title of the Goods shall pass at the time of payment of all such sums.

10.3) Until payment has been made to PennWhite in accordance with these Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for PennWhite and the Buyer shall store the Goods separately and in an appropriate environment, shall

- 10.3.1) store the goods separately from all other good held by the Buyer so that they remain readily identifiable as PennWhite's property;
- 10.3.2) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 10.3.3) maintain the Goods in satisfactory condition and keep them insured against all reasonable risks for their full price from the date of delivery;
- 10.3.4) notify PennWhite immediately if it becomes subject to any of the events listed at clause 10.9; and
- 10.3.5) give PennWhite such information relating to the Goods as PennWhite may require from time to time.

10.4) Subject to clauses 10.5 and 10.6, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before PennWhite receives payment for the Goods. However, if the Buyer resells the Goods before that time:

- 10.4.1) it does so as principal and not as PennWhite's agent; and
- 10.4.2) title to the Goods shall pass from PennWhite to the Buyer immediately before the time at which resale by the Buyer occurs.

10.5) If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 10.9, then, without limiting any other right or remedy PennWhite may have:

- 10.5.1) the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- 10.5.2) PennWhite may at any time require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Buyer fails to do so promptly, the buyer hereby irrevocably authorises PennWhite, without notice, to enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

10.6) In the event that the Buyer sells or transfers the Goods to a third party before legal and beneficial title has passed to him under these Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to PennWhite) shall be held by the Buyer on behalf of PennWhite. The Buyer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on PennWhite's behalf are identified as such.

10.7) 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

PennWhite, but if the Buyer does so all money owing by the Buyer to PennWhite shall (without prejudice to any other right or remedy of PennWhite) forthwith become due and payable.

10.8) The Buyer further irrevocably authorises PennWhite to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which PennWhite retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-clause 10.3.

10.9) The Buyer's right to possession of the Goods in which PennWhite maintains legal and beneficial title shall terminate if;

- 10.9.1) the Buyer commits or permits any material breach of his obligations under these Conditions and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;
- 10.9.2) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 10.9.3) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 10.9.4) the Buyer's financial position deteriorates to such an extent that in PennWhite's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11) Assignment

11.1) PennWhite may assign the Contract or any part of it to any person, firm or company.

11.2) The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of PennWhite.

12) Defective Goods

12.1) PennWhite warrants that on delivery the Goods Shall:

- 12.1.1) conform in all material respects with their description and any applicable specification;
- 12.1.2) be free from material defects in design, material and workmanship; and
- 12.1.3) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

12.2) Subject to clause 12.3, if:

- 12.2.1) the Buyer gives notice in writing to PennWhite within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 12.1;
- 12.2.2) PennWhite is given a reasonable opportunity of examining such Goods; and
- 12.2.3) the Buyer (if asked to do so by PennWhite) returns such Goods to PennWhite's place of business at the Buyer's cost and risk,

PennWhite shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

12.3) PennWhite shall not be liable for the Good's failure to comply with the warranty set out in clause 12.1 in any of the following events:

- 12.3.1) the Buyer makes any further use of such Goods after giving notice in accordance with clause 12.2;
- 12.3.2) the defect arises because the Buyer failed to follow PennWhite's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same
- 12.3.3) the defect arises as a result of PennWhite following any drawing, design or Specification supplied by the Buyer;
- 12.3.4) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 12.3.5) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

12.4) Except as provided in this clause 12, PennWhite shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 12.1.

12.5) The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

12.6) These Conditions shall apply to any repaired or replacement Goods supplied by PennWhite

12.7) The Buyer shall be responsible to ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory handling and sale of the Goods by the Buyer is carried out in accordance with directions given by PennWhite or any competent governmental or regulatory authority and the Buyer will indemnify PennWhite against any liability loss or damage which PennWhite might suffer as a result of the Buyer's failure to comply with this condition.

13) Buyer's Default

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

- 13.1.1) cancel the order or suspend any further deliveries to the Buyer;
- 13.1.2) appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and PennWhite) as PennWhite may think fit (notwithstanding any purported appropriation by the Buyer); and
- 13.1.3) charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of four per cent per annum above National Westminster Bank plc base rate 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).

13.2) This condition applies if:

13.2.1) The Buyer commits or permits any material breach of his obligations under these Conditions and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;

13.2.2) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

13.2.3) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

13.2.4) the Buyer's financial position deteriorates to such an extent that in PennWhite's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.3) If Condition 13.2 applies then, without prejudice to any other right or remedy available to PennWhite, PennWhite 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.

14) Limitation of Liability

14.1) Nothing in these conditions excludes or limits the liability of PennWhite for:

14.1.1) death or personal injury caused by PennWhite's negligence, or the negligence of its employees, agents or subcontractors (as applicable); or

14.1.2) for any matter which it would be illegal for PennWhite to exclude or attempt to exclude its liability; or

14.1.3) for fraud or fraudulent misrepresentation; or

14.1.4) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

14.1.5) defective products under the Consumer Protection Act 1987.

14.2) Subject to clause 14.1:

14.2.1) PennWhite shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

14.2.2) PennWhite's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

14.3) All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

15) Confidentiality, Publications and Endorsements

15.1) The Buyer undertakes to PennWhite that the Buyer will:

15.1.1) regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of PennWhite and will not use or disclose to any third party such information without PennWhite's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default;

15.1.2) not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which PennWhite is licensed to use or which is owned by PennWhite upon any premises note paper visiting cards advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by PennWhite and (where appropriate) its Licensor;

15.1.3) use all reasonable endeavours to ensure compliance with this Condition 15.1 by its employees, servants and agents.

15.2) This Condition shall survive the termination of the Contract.

16) Force Majeure

16.1) In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to Sub-clause 16.2) the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

16.2) Sub-clause 16.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

16.3) Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

16.4) If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

17) Entire Agreement

17.1) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

18) Variation

No variation of this Contract shall be effective unless it is in writing and signed by

the parties (or their authorised representatives).

19) Waiver

No waiver by PennWhite 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.

20) Severance

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

21) Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

22) Notices

22.1) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email.

22.2) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 22.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission

22.2) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

23) Governing Law and Jurisdiction

23.1) The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

23.2) Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall to the extent possible be settled amicably by negotiation between the parties within 30 days from the date of written notice by either party of the existence of such a dispute.

Failing such amicable settlement the dispute shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce in force at the time of the dispute which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be England. The language to be used in the arbitration shall be English.