



NORTHERN HOSPITALITY LTD

CATERING AND EVENT EQUIPMENT HIRE

CREDIT ACCOUNT APPLICATION FORM

Company Details

Name:
Address:
.....
Telephone No: Fax No:
.....
Registered Office (if different):
Company Registration No: Years of Trading:
Names of Directors:
Expected Monthly Credit Required: £

Bank Details

Name & Address:
.....
..... Account No:

Trade References

Reference 1 Name & Address:
.....
Tel: Fax: Average Monthly Trading: £
Reference 2 Name & Address:
.....
Tel: Fax: Average Monthly Trading: £

Credit given to a customer/client is subject to us receiving favourable credit information dated within the last 12 months from Experian, Dunn & Bradstreet or other FCIA approved credit agency. Signing this application agrees acceptance of Northern Hospitality Terms & Conditions of Sale.

Signed **Position**

Name (please print) **Date**

Northern Hospitality Ltd

Units 16 & 17 Evans Business Centre, Albion Park, off Armley Road, Leeds, West Yorkshire, LS12 2EJ.

Telephone: 0845 683 8411 e-mail: office@northernhire.co.uk

VAT No: 911 0923 61 Registered in England, No: 6045570

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

- 1.1 In these conditions the following words have the following meanings. The Buyer: the person(s), firm or company who purchases the Goods from the Company; The Company: Northern Hospitality Ltd T/A Northern Sales, Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions; Delivery Point: the place where delivery of the Goods is to take place under condition 4; Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any parts of them)
- 1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.
- 1.4 In these Conditions headings will not affect the construction of these Conditions.

2. APPLICATION OF TERMS

- 2.1 Subject to any variation under conditions 2.3 the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document.)
- 2.2 These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of this Company.
- 2.3 No order placed by the Buyer, shall be deemed to be accepted by the Company until the Company delivers the Goods to the Buyer. The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.4 Any quotation is given on the basis that no contract will come into existence until the Company dispatches the Goods to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
- 2.5 All Customers will be subject to validation checks; this covers the use of all methods of payment. For Credit and Charge Card Holders validation will be sought from Card Issuer. In addition, in the interest of preventing fraudulent use of Credit, Debit and charge cards, the Company will validate the names, addresses and other information supplied during the order process against commercially available records (e.g Electoral Roll data, Credit Reference Services). A third party may also be instructed to complete these checks. Credit Account Customers may be scrutinized by all or some of these methods. By ordering from the Company you consent to such checks being made. The Company may need to contact you by letter, telephone or e-mail to verify details before we are able to process and dispatch your order or we may be unable to accept your order. Any information given may be disclosed to a registered Credit Reference Agency which may keep a record of the information. All information provided will be treated in accordance with the Data Protection Act 1998.
- 2.6 The Company may assign this contract, or any claims arising therefore, to third parties without the buyers consent.

3. DESCRIPTION

- 3.1 The description of the Goods shall be as set out in the Company's Web Page and Catalogue.
- 3.2 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures or on the website are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract.

4. MAIL AND WEB ORDER DELIVERY

- 4.1 If orders are placed before 5pm, Goods held in our warehouse are usually, although no guarantee is offered, delivered the next working day on U.K Mainland, although bulky or fragile items may take longer.

- 4.2 For off shore and remote areas including Northern Ireland, Highlands, Isle of Man, Isle of Wight, Channel Islands, Alderney and Scottish Islands a supplementary delivery cost may apply.
- 4.3 All products are subject to availability.
- 4.4 Any dates specified by the Company for mail order delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice.
- 4.5 All large machinery, refrigeration, and flat packed prices include delivery to the door (ground floor only) UK mainland. Mail and web order delivery does not include going on the premises, negotiating stairs or lifts, unpacking, positioning or assembling items. The Buyer needs to ensure that all products will fit through doorways and onto premises, the Company will not accept responsibility if it will not fit. Any carriage charges caused by aborted delivery are the Buyers responsibility.
- 4.6 Subject to the other provisions of these Conditions the Company will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence).
- 4.7 Any delay in delivery will not entitle the Buyer to cancel the order. The Company will not be liable for failure or delay in delivery of the goods, if it is due to an event beyond the reasonable control of the company.
- 4.8 The Buyer must ensure that someone is on site to accept and sign for delivery. Any signature taken to accept delivery is binding.
- 4.9 If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or the company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
 - 4.9.1 Risk in the Goods will pass to the Buyer (including for loss or damage caused by the Company's negligence);
 - 4.9.2 The Goods will be deemed to have been delivered; and;
 - 4.9.3 The Company may store the Goods until delivery where upon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).
 - 4.9.4 For large machinery or refrigeration, where a delivery attempt has been made and failed due to customer error, a subsequent delivery charge may be made.

5. DELIVERY AND INSTALLATION

- 5.1 The company will carry out installation in a workmanlike manner and to the best of its ability, but shall not be liable for any damage caused to persons or property in or about the premises caused by reasons beyond the control of the Company or employees.
- 5.2 The delivery date referred to in the Company's acknowledgement of order shall only be regarded an estimate of the actual date of delivery. The Company shall not be bound to deliver on the estimated delivery date nor shall the Company be liable for any delay in delivery unless specifically agreed in writing from the Company's head office.
- 5.3 Where delivery is delayed upon the buyers request or due to the lack of delivery instructions, or due to the buyers delayed payment of his account the Company shall have the right to charge storage costs, which the buyer shall pay. Storage shall be charged at 2% of invoice value for each completed month which delivery is delayed beyond the stated delivery date.
- 5.4 If the Company attempts to effect delivery, and such an attempted delivery is abortive due to the buyers refusal to accept goods for whatsoever reason, unless the buyer has given the Company reasonable written notice of the buyers wish to postpone the delivery date, the Company shall have the right to charge the buyer with all costs and expenses of the abortive delivery.
- 5.5 The Company may make, and the buyer shall accept partial deliveries when required by the Company.
- 5.6 On delivery all risk in connection with the goods shall pass to the buyer.
- 5.7 If, after delivery, but before completion of the installation, damage to or destruction of any part of the equipment on site occurs, arising from any accident, theft or malicious intent or from war, fire or any cause beyond the Company's control the Company shall make good the damage or destruction and will make an extra

charge to the buyer in respect thereof which the buyer must pay. The extra charge will be calculated in accordance with the Company's standard charges and terms. If further work shall be impractical the buyer shall pay for the equipment and labour already supplied, and the contract shall be at an end.

- 5.8 The buyer shall be solely responsible for the cost of protecting the equipment from damage or destruction after delivery, howsoever caused.
- 5.9 The Company accepts no liability arising from or contributed to by the fixing of equipment by the Buyers or by contractors employed by them or from placing on equipment of articles of excessive weight.
- 5.10 The Company will not accept any liability or claim for the loss of contents arising from malfunction of the equipment supplied.
- 5.11 The company's quotation does not include the following:
- Any electrical wiring, plumbing, building works, making good, or any materials or services not specifically mentioned in the quotation.
 - Any casual labour, costs of hiring, lifting or handling equipment or scaffolding required to convey goods supplied to site.
 - Cost of lighting, power, heating and water required during erection and installation of the equipment at site.
 - Any insurances payable relating to the above.
- The above items are to be provided and paid for by the Buyer.
- 5.12 The quotation and specification are based on the assumption that the equipment can be installed in such position that there is available for the condensing process at all times, a constant supply either of free air at a temperature not higher than 80° F or (in the case of water-cooled equipment) water at a temperature not exceeding 65° F at a sufficient pressure, and that the ambient temperature at the site does not exceed 80° F. If these conditions do not exist and that fact is not disclosed to the company, the company reserves the right (at the Company's option), either to cancel the contract or to make an extra charge above the price quoted, for the cost of carrying out any modifications necessary, or to cancel the warranty.
- 5.13 Where the buyer is to provide materials to be used in connection with the contract they must be in good condition and suitable for the purpose for which they are intended. Any replacement found necessary after inspection and/or testing by the Company (whose decision in this respect will be final) will be charged for in addition to the quoted price.
- 5.14 If any materials specified are not available the Company reserves the right, without notice, to substitute other materials which in the opinion of the Company are suitable.
- 5.15 Notwithstanding any agreed date under clause 4.3. The Company shall not be liable for loss or damage arising from delays in delivery resulting from acts of God, Government orders, strikes, war or delay in delivery of manufacturing material, or any circumstances beyond the Company's control. None of these events shall entitle the buyer to cancel the contract, and the delivery date shall be extended accordingly.
- 5.16 The Buyer should cover the equipment being delivered for fire and theft even if the goods are on short term loan or hire.

6. RETURNS

- 6.1 Goods are not supplied on a sale or return basis.
- 6.2 The Company reserves the right to impose an administration charge on all returns. Due to the high cost of carriage and handling, a restocking fee may be incurred if it is necessary to return large items.
- 6.3 Once the Company has acknowledged the buyer's order, the buyer may only cancel the order if the Company agrees to accept such cancellation. In such an event the Company reserves the right to charge a cancellation fee in respect of its cost, which the buyer shall pay.
- 6.4 Mail and web ordered goods will be accepted for return entirely at The Company's discretion, within 30 days of delivery to the Buyer providing that they are unused, in perfect condition and in their original packaging. Free carriage paid returns applies to UK mainland only and stocked product lines. The Buyer must contact the Company to obtain authorisation to return goods on the Customer Services Returns line - 08456038411. Any goods returned to the Company without authorisation or not in the condition set out above will be rejected and returned to the Buyer at their cost. The Company reserves the right to impose an

administration charge on all returns. Due to the high cost of carriage and handling, a restocking fee may be incurred if it is necessary to return large items.

- 6.5 Where goods do not appear in a Northern Hospitality Ltd publication (including but not limited to the catalogues, or a leaflet, or our website) and are specially ordered for the Buyer, the Company will only accept return of the goods if they are defective and returned within 30 days of delivery by the Buyer. This also applies to goods that have been embroidered or engraved.
- 6.6 To return installed goods, the Buyer must call the returns line on 08456038411, whereby the Company will decide upon the most appropriate course of action.
- 6.7 Where goods are returned in their original packaging, this packaging must be in intact condition. The Company reserves the right to impose a charge for any damaged packaging.

7. SHOP AND COLLECTION

- 7.1 Risk in the goods passes to the Buyer upon receipt.
- 7.2 No monies will be taken for goods out of stock.

8. NON-DELIVERY

- 8.1 The quantity of any consignment of Goods as recorded by the Company upon dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 8.2 The Company shall not be liable for any non-delivery of goods (even if caused by the Company's negligence) unless written notice is given to the Company within 7 days of the date when the Goods would in the ordinary course of events have been received.
- 8.3 Any liability of the Company for non-delivery of the goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro-rata contract rate against any invoice raised for such goods.
- 8.4 If any goods received by the Buyer have been damaged upon delivery, the Buyer must inform the Company of such damage within 24 hours of delivery.
- 8.5 For large machinery or refrigeration, where a delivery attempt has been made and failed due to customer error, a subsequent delivery charge may be made.

9. AGE RELATED PRODUCTS

- 9.1 Where the law requires a minimum age limit for the purchase of specific goods, the Buyer must confirm that they are over the required age limit. The Company reserves the right to cancel the Buyer's order if the Company believes that the Buyer is not legally entitled to buy certain goods.

10. SAMPLES

- 10.1 Samples that are not returned to the Company must not be sold on by the Buyer.

11. LEASING

- 11.1 For leasing terms the Buyer must consult the Terms and Conditions of the applicable lease company as notified by Northern Hospitality Ltd

12. RISK / TITLE

- 12.1 Although title to Goods remains with the Company until paid for, they shall be at the Buyer's risk from the time of actual delivery and the Buyer shall insure them against loss and damage accordingly, and in the event of such loss or damage shall hold the proceeds of such insurance on trust for the Company.
- 12.2 The Buyer's right to the possession of the Goods shall cease if:
- 12.2.1 The Buyer has not paid for the Goods in full by the expiry of any credit period given.
 - 12.2.2 The Buyer is declared bankrupt or makes any proposal to The Buyer's creditors for compensation or other voluntary arrangement; or;
 - 12.2.3 A receiver, liquidator or administrator is appointed in respect of the Buyer's business. On cessation of the Buyer's right to possession of the Goods in accordance with this clause, the Buyer shall at the Company's request and at the Buyer's own expense, make the Goods available to the Company and allow to repossess them. If the Buyer fails to do so forthwith,

we shall be entitled at any time to enter the Buyers premises or the premises of any third party where the Goods are stored and repossess the Goods.

13. PRICE

- 13.1 The price payable for the Goods you order is as set out in our web site at the time you place the order or, if you order the Goods from one of our catalogues, as set out in the catalogue from which you order provided it is a current catalogue. The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Goods.
- 13.2 The Company reserves the right to change the advertised price at any time.
- 13.3 All prices quoted are based on the Company's standard production drawings. The Buyer may request reasonable variations to the agreed specifications and drawing but such variations must be approved by the Company in writing, and any extra cost arising to the Company there from shall be charged in addition to the quoted price. Under no circumstances may the Buyer instruct the Company's workmen to carry out variations without such consent. The company will not be liable for any damage of whatsoever nature arising from these instructions being ignored.
- 13.4 An extra charge above the price quoted will be made if the site where the equipment is to be installed is not ready, level, cleared, or easily accessible to normal transport on a ground floor site. It is the buyer's sole responsibility to obtain all necessary permissions and consents for an installation which may be required by Law or by third parties.
- 13.5 Should the Company incur any extra cost due to lack of instructions, overtime working, abortive deliveries, suspension of the work, or delays caused by others, such extra cost will be added to the contract price and accordingly paid by the Buyer.
- 13.6 In addition to the prices stated herein the Buyer may be required to pay or reimburse the Company for any tax (except Income or Corporation tax) which may now or hereafter be imposed by any taxing authority in respect of the goods and services contracted for. In the event that the company shall be required to pay such tax, the Buyer shall reimburse the Company for such payment.

14. PAYMENT

- 14.1 Payment must be received for the whole of the price of the Goods you order, and any applicable charges for carriage and insurance, before your order can be accepted unless we have agreed otherwise in advance in writing. If you are an account customer, payment shall be made in full within 30 days of the date of invoice, time shall be of the essence for payment. Credit Facilities may be revoked at the absolute discretion of the Company, all outstanding balances will be payable immediately.
- 14.2 No payment shall be deemed to have been received, until the Company has received cleared funds.
- 14.3 The Buyer shall make all payments due under the Contract without any deductions whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 14.4 If the Buyer fails to pay the Company any sum due pursuant to the Contract the Buyer will be liable to pay interest to the Company of such sum from the due date for payment at the annual rate of 8% above the base lending rate. This will be accruing on a daily basis until payment is made whether before or after any judgment
- 14.5 All unpaid cheques returned by the bank will have an Administration fee of £25.00 levied to the account
- 14.6 Unless otherwise agreed payment is required prior to delivery of the goods. For so long as any amount to be paid for goods remains owing to The Company, goods will remain with The Company and will not pass to The Customer until the full payment has been received, subsequent orders and deliveries will be refused until such payment is received.
- 14.7 Full, legal and beneficial ownership shall not pass to The Customer until The Company has received cleared funds for all monies due.
- 14.8 Until such time that the full ownership passes to The Customer, goods should be identified as the property of The Company, be

stored separately from goods owned by The Customer, and must be properly stored, protected and insured.

15. QUALITY

- 15.1 Goods supplied by the Company are guaranteed in accordance with the terms of the manufacturer's warranty provided with the goods or for 1 year if not stated with the goods. The warranty applies to U.K. Mainland only and does not apply to goods that have not been paid for in full. If any Company product proves defective within one year of purchase we will repair it at no cost to you.
- 15.2 Warranty does not apply to wear and tear, or if a product has been damaged, misused, or altered in any way, or if the goods have been disassembled, partly used or the seals or labels have been removed or tampered with. Warranty does not include goods that have been damaged by fire, water or smoke, have exceeded their warranty period, or are sterile and or/disposable. This also applies where a machine has not been properly maintained, including cleaning and de-scaling where applicable. Any defect or suspected defect must be notified to the Company in writing within 14 days of receipt of delivery. It does not apply to a small number of machines marked 'No commercial warranty' where any warranty is invalidated if the product has been used, or deemed to have been used in a commercial environment. Machines returned for repair are not reassembled if upon quotation the repair is not required. Temporary replacement machines are not available. The Company endeavours to meet The Customer's individual requirements, but is under no obligation to accept cancellation or amendment to any order or part of order.
 - 15.2.1 Be reasonably fit for any particular purpose for which the Goods are being brought if the Buyer has made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgment of the Company.
- 15.3 Machines returned for repair in warranty where it is found that the machine has been abused, or has not been used as it was designed, will be charged for, we will contact you prior to doing this, whenever possible.
- 15.4 The Company shall not be liable for a breach of (the warranty) (any of the warranties) in condition 15.1 unless;
- 15.5 The Buyer gives written notice of the defect to the Company, and (if the defect is as a result of damage in transit) to the carrier, within 3 days of the time when the Buyer discovers or ought to have discovered the defect; and
- 15.6 The Company is given a reasonable opportunity, after receiving the notice, of examining such Goods; and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Companies cost for the examination to take place there.
- 15.7 The Buyer makes any further use of such Goods after giving such notice; or
 - 15.7.1 The defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 - 15.7.2 The Buyer alters or repairs such Goods without the written consent of the Company.
- 15.8 Subject to conditions 15.3 and 15.4, if any of the Goods do not conform with (the warranty) (any of the warranties) in condition 15.1 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Companies expense, return the Goods or the part of such Goods which is defective to the Company
- 15.9 Any Goods replaced will belong to the Company and any repaired or replacement Goods will be guaranteed on these terms for the unexpired portion of the warranty term.
- 15.10 The warranty does not apply:
 - a) To second hand products supplied hereunder;
 - b) to damage to any part caused by overloading, abuse, misuse, tampering, neglect or accident or putting to use other than normally recommended by the Company;
 - c) to any product or part repaired, altered or assembled by anyone other than the Company, it's supplier or it's appointed installation or service contractor, which in the sole judgement of the Company affects the performance, stability, or purpose for which it was manufactured;

- d) To payment of removal or installation charges of warranted parts;
- e) To loss of food or contents of the equipment;
- f) To the condensing unit used with the equipment unless such a unit was supplied by the Company;
- g) To components not manufactured by the Company;
- h) For any claim in excess of the contract price;
- i) Where the buyer or its agent has inspected and approved the goods prior to delivery;
- j) To any additional damage caused by the buyer's failure to notify the Company of a defect.

15.11 This warranty is in lieu of all other warranties expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and in no event shall the Company be liable for consequential loss or special damage.

15.12 The Company makes no warranty whatsoever in respect of items which it does not manufacture. The Company shall assist the buyer to obtain the benefit of any applicable warranties given by the manufacturers thereof.

15.13 The Company hereby limits liability upon any claim arising in respect of negligence by the Company in the manufacture of a part of a new product. Further, in the event that the Company should be the subject of a claim in negligence by any other party in respect of a part on a new product supplied to the buyer, the buyer shall indemnify the Company for any such claim which exceeds the limitation of liability as set out previously herein.

15.14 The Company hereby warrants, subject to clause 15.2, 15.3 and 15.5 hereof that each new product or part, and supplied under the contract shall be free from defects in material and workmanship.

15.15 The Company's obligations under this warranty shall be limited, at the Company's option to repairing or replacing ex-works, or allowing credit for, any part of which under normal and proper use and maintenance proves, to the Company's satisfaction to be defective in material and workmanship within 12 months of the original date of delivery provided notice of such defect and satisfactory proof thereof shall be promptly given to the Company at its request, and at the buyers expense. All labour, travel or carriage costs involved in effecting such replacements or repairs shall be borne by the buyer.

15.16 Electrical Product Recycling

The cost for collection and disposal of obligatory electrical items as specified in the WEEE directive, is not included in the selling price. However, upon request at the end of product life, collection and disposal can be arranged for a fee. When ordering like for like replacements, if disposal of the old unit(s) is required they must be unplugged/disconnected from power supply, empty and in a reasonable state for transportation. Items(s) must be ready for collection at the time of ordering replacement(s).

16. LIMITATION OF LIABILITY

16.1 The Buyer undertakes not to remove, deface or obliterate the Company name plate from goods sold subject to this contract.

16.2 Subject to condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of;

16.2.1 Any breach of these Conditions; and;

16.2.2 Any representation, statement or tortious act, or omission including negligence arising under or in connection with the Contract.

16.3 All warranties, conditions and other terms implied by statute or common law, to the fullest extent permitted by law, excluded from the Contract.

16.4 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

16.5 The Company shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract

16.6 Goods manufactured by the customer's designs carry no warranty of condition except that they comply with the design.

17. ASSIGNMENT

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

17.2 The Company may assign the Contract or any part of it to any person firm or company.

18. FORCE MAJEUR

The Company shall have no liability to you for any failure or Delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including without limitation, strikes, lockouts and other industrial disputes).

19. GENERAL

19.1 The Customer is responsible for deciding on the suitability of goods and for the consequences arising from any work The Company undertakes on the goods at The Customer's request.

19.2 As a result of continuing product development and improvement, the specification or design of goods may vary from that shown.

19.3 Telephone calls may be recorded and used for training and/or monitoring purposes. All errors and omissions excepted. All trademarks acknowledged.

19.4 In addition to the rights and remedies of the Company expressed herein, the Company shall have the rights and remedies conferred by law, and shall not be required to proceed with the agreement if the Buyer is in default in the performance of this, or any other agreement with the Company.

19.5 The Company reserves the right to sub-contract any order or part of an order.

19.6 Any clerical errors or omissions contained by the Company's quotation, acknowledgement or invoice shall be rectified by the Company on discovery and immediately notified to the buyer, such errors or omissions shall be binding on the Company and the rectification thereof shall not invalidate the contract.

19.7 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

19.8 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

19.9 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights Under the Contract.

19.10 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

19.11 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.

19.12 The formation, existence, construction, performance, validity and all aspects of the Contract, shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts

20. COMMUNICATIONS

20.1 Any dispute arising out of the contract, including the construction or interpretation of its provisions shall be settled by a single arbitrator appointed by agreement the parties or failing such agreement by the president of the law society of England and Wales, at the request of either party. This shall be deemed to be a submission to arbitration within the meaning of the arbitration act 1950, or any statutory be-enactment or replacement thereof.

20.2 You request and authorise us to rely and act upon all apparently valid communications as instructions properly authorised by you, even if they may conflict with any other instructions given at any time concerning contracts, services and all other requirements.