

1. DEFINITIONS

In these Conditions the following expressions shall have the following meanings:

- (a) "the Company" means WPL (UK) Limited or where the context permits or requires its assigns;
- (b) "the Goods" means all items supplied or to be supplied by the Company to the Buyer under the Contract;
- (c) "the Buyer" means the person firm company organisation local authority or other legal entity with whom the Contract is made by the Company whether directly or indirectly through an agent or factor who is acting for or instructed by or whose actions are ratified by such legal entity;
- (d) "Company's Premises" means the premises mentioned in the Company's quotation or if not so mentioned means the Company's works at Unit 4 Burnden Business Park, Burnden Road, Bolton BL3 2RB or such other premises as shall be notified to the Buyer in writing;
- (e) "the Contract" means the Company's written quotation for the sale or supply of the Goods and any documents referred to therein, the Conditions, the Buyer's order for the Goods and the Company's acknowledgement thereof and if there shall be any inconsistency between the documents comprising the Contract they shall have precedence in the order listed in this sub-clause
- (f) "The Conditions" means these terms and conditions of sale.

2. GENERAL

- (a) Unless otherwise agreed in writing by a director of the Company the Conditions shall be incorporated without amendment into all Contracts for the sale or supply of goods between the Company and the Buyer and no variation, amendment or addition shall be permitted unless expressly agreed in writing by a director of the Company.
- (b) Any concession made or latitude allowed by the Company to the Buyer shall not affect the rights of the Company under the Contract and shall be without prejudice to such rights.
- (c) In the event of any of the Conditions being held to be invalid or unenforceable or not applicable to the Contract the remaining conditions shall continue in full force and effect.
- (d) The Conditions replace all previous conditions or course of dealings between the parties.

3. ORDERS

- (a) No order shall be binding on the Company unless and until it has been accepted in writing by the Company.
- (b) The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- (c) The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or European Union requirements or, where the Goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.

4. PRICES

- (a) The price for the Goods shall be the price in the Company's written quotation
- (b) Where no price has been quoted (or a quoted price is no longer valid) the price shall be that listed in the Company's published price list current at the date of despatch from the Company's premises and in the case of an order for delivery by instalments the price payable for each instalment shall be the list price of the Company current at the date of despatch of such instalment.
- (c) All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer. After the expiration of 30 days the quoted prices may be altered by the Company without giving notice to the Buyer.
- (d) The Company reserves the right to increase the price of the Goods by such sum as is reasonable in the event of any change in delivery dates, quantities or specifications for the Goods which are requested by the Buyer or result from the failure of the Buyer to give the Company adequate information or instructions or a failure of the Buyer to take delivery.
- (e) Except as otherwise stated under the terms of any quotation or unless otherwise agreed in writing between the Company and the Buyer all prices are given by the Company on an ex works basis and when the Company agrees to deliver the goods otherwise than at the Company's premises the Buyer, shall be liable to pay the Company's charges for transport, package and insurance. The Company reserves the right either to raise a separate invoice for such costs or to incorporate the costs in the invoice for the Goods, in any event the amount of such costs shall be payable on the same terms as are contained herein for payment for goods.
- (f) All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate.

5. ADDITIONAL COSTS

- (a) The Buyer agrees to pay to the Company any additional costs or expenses resulting from a failure or delay in taking delivery of the Goods and payment of such additional costs or expenses shall be due within seven days of written demand being made by the Company to the Buyer.

6. INTELLECTUAL PROPERTY

- (a) The Buyer warrants that any design, specifications, requirements or instructions supplied by the Buyer shall not be such as will cause the Company to infringe any letters patent, registered designs trade mark copyright or trade name in the performance of the Contract.
- (b) The Buyer shall fully indemnify the Company against any action claim demand costs charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent, registered design, trade mark, copyrights, trade name occasioned by the manufacture or sale of the Goods made to the specification or requirements of the Buyer and without prejudice to the generality of the foregoing the Buyer shall fully indemnify the Company in respect of all of the Company's own legal costs and disbursements (on a Solicitor and own client basis) incurred as a consequence of any action or threatened action in respect of such infringement or alleged infringement.
- (c) In the event of manufacture or delivery of the Goods being delayed or prevented by any Court order or threatened action for a Court Order the Company's obligation to manufacture and/or deliver shall automatically terminate but the Buyer's obligation to pay the full contract price shall subsist and the Company shall be entitled forthwith upon being delayed or prevented as aforesaid to invoice the Buyer for

the Goods provided always that if the Company is able upon taking legal advice to resume manufacture and/or delivery it shall be obliged to do so within a reasonable time.

- (d) Where any specification, drawing and/or design of the Goods or any part or component thereof has been provided by the Company any copyright, design right or other intellectual property in them shall as between the parties be and remain the property of the Company.
- (e) The Buyer shall not without the prior written consent of the Company disclose any specification, drawing and/or design of the Goods or part or component thereof to any third party.
- (f) Where any specification, drawing and/or design of any Goods or any part or component thereof has been provided by the Company in contemplation of an agreement on the part of the Buyer to buy such Goods the Buyer will, immediately upon demand being made by the Company in writing, return such specification, drawing and/or design to the Company.

7. TERMS OF PAYMENT

- (a) Unless otherwise agreed by the Company in writing payment shall be due in cash not later than the end of the month next following the month of the date of the invoice save that payment shall become due in any event forthwith upon the occurrence of any of the events referred to in Condition 15 - (Default or Insolvency of the Buyer).
- (b) If the Goods are delivered in instalments the Company shall be entitled to invoice each instalment as and when delivery thereof has been made (or in the event of delivery being prevented by any act or omission of the Buyer its servants or agents, when delivery is attempted to be made) and payment shall be due in respect of each such instalment notwithstanding non-delivery of other instalments or default on the part of the Company.
- (c) If upon the terms applicable to any order the price shall be payable by instalments or if the Buyer has agreed to take specified quantities of Goods at specified times a default by the Buyer of the payment of any due instalment or the failure to give delivery instructions or accept delivery in respect of any quantity of Goods outstanding shall cause the whole of the balance of the Contract price to become due forthwith.
- (d) The price of the Goods shall be due in full to the Company in accordance with this Condition hereof and the Buyer shall not be entitled to exercise any counterclaim set-off lien or any other similar right or claim to delay or negate payment provided always that this sub-clause shall in no way prevent the Buyer from making any claim against the Company after payment has been made.
- (e) The company utilises a number of Credit Insurers. In the event that the Company cannot obtain suitable insurance on the Buyer or believe that there may be a risk of non-payment for any reason the Company may request full or partial payment prior to despatch of the Goods.
- (f) The time of payment shall be of the essence of the Contract.
- (g) Without prejudice to any other rights it may have the Company is entitled to charge interest at a rate of 8% above the statutory judgment rate on unpaid invoices for the period from date of invoice to date of payment.
- (h) If the Buyer defaults in payment of any sum or sums due under the Contract or any other contract between the Company and the Buyer the Company reserves the right at its own discretion and without prejudice to any other right or claim upon giving written notice to the Buyer to:-
 - o suspend deliveries of Goods under the Contract or any other contract between the parties or

- suspend manufacture of any such goods or
- cancel the Contract, and the Company shall not be liable for any delay caused as a consequence of any such suspension of delivery or manufacture or cancellation.

8. DELIVERY - TIME

- (a) Any dates quoted for delivery of the Goods are approximate only.
- (b) No date of delivery stipulated by the Buyer shall become a term of the Contract unless expressly agreed in writing by the Company. Provided always that the Company shall be under no obligation to make delivery on the date of delivery but shall use reasonable endeavours to make delivery on the said date.
- (c) Time for delivery shall not be of the essence of the Contract.
- (d) At the Company's option the Goods may be delivered in advance of the quoted delivery date.

9. DELIVERY - PLACE

- (a) It is the responsibility of the Buyer to notify the Company in writing of the precise place and address for delivery of the Goods. The Company's obligation to deliver the Goods shall be fulfilled by the Company delivering the Goods to the address for delivery stated on the Acknowledgement of Order Form.
- (b) In the event that the address given by the Buyer and noted on the Acknowledgement of Order Form is not sufficiently precise as to enable the actual place for off-loading to be identified the Company may at its option decline to deliver the Goods.
- (c) It is the responsibility of the Buyer to ensure that it has at the delivery address on the date anticipated for delivery an employee or other duly authorised agent to take delivery of the Goods and to sign any documentation required to acknowledge receipt of the Goods and failure to provide such a person will be deemed to prove that the Buyer is unable or unwilling to accept delivery of the Goods.
- (d) The Company may at its own option deliver the Goods and accept as proof of delivery a document signed by a third party who is or appears to be connected with the site or building at the address given for delivery.
- (e) Where the Goods are handed to a carrier for carriage to the Buyer or to a United Kingdom port for export any such carrier shall be deemed to be an agent of the Company and not of the Buyer for the purposes of Sections 44, 45 and 46 of the Sale of Goods Act 1979.
- (f) The Buyer agrees that Section 32(2) of the Sale of Goods Act 1979 shall not apply to Goods sent by the Company.

10. NON-DELIVERY

- (a) The Buyer agrees that the Company shall be under no liability whatsoever for any loss (including consequential loss) damage or expense of any kind whatsoever resulting from the Goods not being delivered on the date for delivery.
- (b) No liability for non-delivery loss of or damage to the Goods occurring prior to delivery or for any claim that the Goods are not in accordance with the Contract will attach to the Company unless claims to that effect are notified in writing by the Buyer to the Company (and in the case of claims for non-delivery loss or

damage with a copy to the carrier if the Company's own vehicles have not been used to deliver the Goods):

- within seven days of delivery for loss damage or non-compliance with the Contract; or
 - within ten days of the date of the invoice for non-delivery.
- (c) In the event of a valid claim for non-delivery loss damage or non-compliance with the Contract the Company undertakes at its option either to replace the goods at its expense but shall not be under any further or other liability in connection with such non-delivery loss damage or non-compliance.
- (d) If the Buyer shall fail to give notice in accordance with Sub-clause(2) above the Goods shall be deemed to be in all respects in accordance with the Contract and without prejudice to earlier acceptance by the Buyer it shall be bound to accept and pay for the same accordingly.
- (e) If for any reason the Buyer is unable or unwilling to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Company may (at its sole discretion without prejudice to its other rights):-
- store the Goods at the risk of the Buyer and take all reasonable steps to safeguard and insure them at the cost of the Buyer provided that the Buyer shall be immediately notified in writing thereof;
 - sell the Goods at the best price readily obtainable;
 - re-deliver the Goods to the Buyer at its registered office or principal place of business and to add to the price of the Goods the wasted costs associated with non-delivery

11. DELIVERY - INSTALLMENTS

- (a) The Company shall have the right to make delivery by instalments of such quantities and at such intervals as it may decide and any express provisions as to instalments in the Contract shall be in addition to an not in derogation of this right.

12. RETURNS

- (a) The Company shall be under no obligation to accept the return of Goods supplied but may do so at their own option.
- (b) Goods may only be returned after the Company has given prior written authorisation signed by a director.
- (c) In respect of any duly authorised returns, the Company shall provide to the Buyer a credit not representing such figure as is agreed in writing between the Company and the Buyer prior to return within 28 days of return of the Goods provided that the Goods are returned to the Company's Premises in a complete, good and merchantable condition.
- (d) The cost of any returned carriage shall be paid by the Buyer and any Goods returned without pre-payment of return carriage will not be accepted.
- (e) Acceptance of returns by the Company shall not constitute any admission of defects in the Goods or any failure to comply with the terms of the Contract by the Company.

13. CARRIAGE

- (a) Where the Buyer requests delivery in a manner other than that selected by the Company any difference in price shall be charged to the Buyer's account.
- (b) Export orders shall be charged FOB (UK Port).

14. PASSING OF TITLE AND RISK

- (a) The acceptance by the Company of any order for Goods shall constitute an agreement to sell the Goods and not a sale of them and no title to the Goods shall pass to the Buyer by reason of delivery or acceptance of the Goods.
- (b) The Company shall remain the sole and absolute owner of the Goods until such time as the price of the Goods has been paid in full to the Company by the Buyer. Payment shall be deemed to be made when the Company has received cash or cleared funds. Until such time the Buyer shall be the bailee of the Goods for the Company and shall store them upon his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the Goods of the Company.
- (c) Goods the subject of any agreement by the Company to sell shall be at the risk of the Buyer as soon as they are delivered by the Company to the Buyer's vehicles or premises or otherwise to his order.
- (d) The Buyer's right to possession of the Goods shall cease at whichever is the earliest of the following dates:
 - o on the expiration of the agreed period of credit, if any
 - o if the Buyer, not being a company, commits an act of bankruptcy, makes any proposal to his creditors under the Insolvency Act 1986 or does anything which would entitle a petition for a bankruptcy order to be presented;
 - o if the Buyer, being a company, does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding-up or applies for an administration order or applies for a voluntary arrangement under the Insolvency Act 1986.
- (e) The Buyer shall be at liberty to incorporate the Goods into another product or chattel subject to the condition that if Goods the property of the Company are mixed or united in any way with those of the intending Buyer, the product thereof shall become and/or shall be deemed to be for all purposes to be the property of the Company. If Goods the property of the Company are mixed or united in any way with the property of any person or persons other than the Buyer or are processed with or incorporated therein, the product thereof shall become and shall be deemed for all purposes to be owned in common with that other person or those other persons.
- (f) On the sale to a sub-purchaser of any product, goods or chattel to which the Company's Goods have been attached or been incorporated, the proceeds therefore shall be held in trust for the Company, shall not be mingled with other monies and shall not be paid into any overdrawn bank account but shall be paid into a fiduciary account for the Company with the intending buyer's bankers who shall be advised that the intending buyer holds the entire proceeds of sale to a sub-buyer as trustee for the Company and not until payment to the Company of the agreed price shall he be entitled to transfer any other monies to any other account. The Company shall be entitled to any interest earned on the fiduciary account.

- (g) If a receiver be appointed to the Buyer and at the time thereof the Buyer shall not have received the proceeds of sale, the Buyer or the receiver, as agent for the Buyer, shall assign to the Company within seven days all rights against the person or persons to whom the Goods have been sold.
- (h) If a receiver or manager or any other person acting for the intending Buyer fails to return any Goods which are the property of the Company, the return of which has been demanded in accordance with the Conditions, he shall pay the Company as ascertained and/or liquidated damages one and a third times the agreed price of the Goods and if any such person shall fail to assign to the Company any rights against a third person as required by sub-clause 6 hereof, he shall be liable to payment to the Company plus interest thereon at the Bank of England base rate plus 8% until the Company shall receive the whole of the monies due.
- (i) In the event that the Buyer's right to possession of the Goods shall cease in accordance with sub-clause (4) the Company shall forthwith be entitled as licensee to enter upon the Buyers premises or any premises which the Buyer or its receiver or agents shall occupy for the purpose of repossessing the Goods or such of them as shall be on such premises.
- (j) Payments made by the Buyer to the Company shall notwithstanding any statements to the contrary be deemed to be made in satisfaction of indebtedness for Goods supplied in the following order
 - o Goods sold to third parties
 - o Goods incorporated into other products
 - o Goods not kept in accordance with sub-clause (2)
 - o Other Goods

15. DEFAULT OR INSOLVENCY OF THE BUYER

- (a) This clause applies if:
 - o 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
 - o an encumbrancer takes possession, or a receiver its appointed, over any of the property or assets of the Buyer; or
 - o the Buyer ceases, or threatens to cease, to carry on business; or
 - o the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; or
 - o distress or execution shall be levied on the Buyer's property or assets or any order of a court is made freezing the said property or assets or in any way disabling the Buyer from dealing with its property or assets.
- (b) If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Company, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding the terms for payment herein contained or any previous agreement or arrangements to the contrary.

16. WARRANTIES AND LIABILITY

- (a) Subject to the conditions set out below the Company shall warrant that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the first to expire.
- (b) The above warranty is given by the Company subject to the following conditions:-
- the Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
 - the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;
 - the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
 - the above warranty does not extend to parts, materials or equipment not manufactured by the Company, 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 Company.
- (c) 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.
- (d) Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by the Conditions.
- (e) 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 Company within 7 days 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 Company accordingly, the Buyer shall not be entitled to reject the Goods and the Company 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 supplied in accordance with the Contract. In respect of any claim under this sub-clause the Buyer must return the defective Goods carriage paid to the Company's Premises accompanied by a Goods Return Notice issued by the Company to the Buyer on the Buyer's request.
- (f) Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Buyer.
- (g) Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential

compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer except as expressly provided in the Conditions. Without prejudice to the generality of this sub-clause the Company shall not be liable for any loss or claim arising out of the Buyer's liability to third parties and in particular the Company shall not be liable for claims for liquidated and/or ascertained damages even if the Company was aware of any contract between the Buyer and any third parties.

(h) The Company 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 Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

- Act of God, explosion, flood, tempest, fire or accident;
- war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- import or export regulations or embargoes;
- strikes, lock outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- power failure or breakdown in machinery.

(i) Nothing herein shall impose any liability upon the Company in respect of any defect in the Goods arising out of the acts omissions negligence or default of the Buyer its servants or agents including in particular but without prejudice to the generality of the foregoing any failure by the Buyer to comply with any recommendations of the Company as to the storage installation and handling of the Goods.

(j) The Company shall not be liable for any defect in the Goods (including without prejudice to the generality of the foregoing the cost of any remedial work carried out by or on behalf of the Buyer) unless the Buyer shall have notified the Company in writing and the Company shall have been afforded a reasonable opportunity to inspect and remedy such defect.

(k) Where the Goods are for delivery by instalments any defect in any instalment shall not entitle the Buyer to cancel the remainder of the instalments and the Buyer shall be bound to accept delivery thereof.

17. SIZES AND SPECIFICATIONS

(a) Unless otherwise stated in the Contract the Goods will be manufactured to sizes or specifications within the tolerances laid down in the Company's catalogue or website current at the time of manufacture.

(b) Sizes specified by the Buyer will be deemed to be stated in accordance with the practice prevailing in the industry, that is to say, in the following sequence:

- width x height
- unless otherwise stated in the Contract.

- (c) The Company shall not be liable for any defect or incorrect manufacture caused by any inaccuracies in any sizes, specifications, drawings or bills of quantities supplied by the Buyer.

18. INDEMNITY

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 Company 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:

1. the Company is given full control of any proceedings or negotiations in connection with any such claim;
2. the Buyer shall give the Company all reasonable assistance for the purposes of any such proceedings or negotiations;
3. except pursuant to a final award, the Buyer shall not pay or accept any such claim or compromise any such proceedings without the consent of the Company (which shall not be unreasonably withheld);
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 such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);
5. the Company shall be entitled to the benefit of, and the Buyer shall accordingly account to the Company 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; and
6. without prejudice to any duty of the Buyer at common law, the Company shall be entitled to require the Buyer to take such steps as the Company may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Company is liable to indemnify the Buyer under this clause.

19. REPRESENTATIONS

- (a) No statement description information warranty condition or recommendation contained in any catalogue price list advertisement or communication or made verbally by any of the agents or employees of the Company shall be construed to enlarge vary or override in any of the Conditions unless the same has been agreed in writing by a director of the Company.

20. FORCE MAJEURE

- (a) The Company shall be entitled to delay or cancel delivery or to reduce the amount delivery if it is prevented from or hindered in or delayed in manufacturing obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including but not limited to strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage of availability of raw materials from normal source of supply.

21. CANCELLATION

- (a) Save with the written agreement of the Company the Buyer shall not be entitled to cancel the Contract or the supply of any of the Goods.
- (b) In the event of the Company agreeing to cancellation the same shall only be upon terms notified by the Company to the Buyer in writing.
- (c) In the event of purported cancellation by the Buyer only the Company reserves the right to continue to manufacture the Goods and offer the same for sale to third parties for if necessary scrap value only and the Buyer shall remain liable for the full invoice value less any net proceeds of sale of the Goods.

22. SUB-CONTRACTING ASSIGNMENTS OR SUB-SALES

- (a) The Company may assign the Contract with the Buyer or sub-contract the whole or any part thereof to any person firm or company.
- (b) The Buyer may not assign the Contract but may with the written consent of the Company sub-sell the goods before the delivery provided the Conditions shall in no way be affected by such sub-sale.

23. HEADINGS

- (a) The headings in the Conditions are intended for reference only and shall not affect their constructions.

24. PROPER LAW

- (a) The Contract shall in all respects be governed by English Law and shall be deemed to have been made in England.