

Terms and Conditions

Payment terms:

- We deal only in the currency of our country, which is currently £ pounds sterling (GB pounds).
- The first Order from any company is processed on a Pro-forma basis. Payment must be received and cleared prior to despatch of Order. In some cases, payment is required prior to processing the order.
- Subsequent orders will be processed on our standard payment terms (30 days date of Invoice) subject to satisfactory credit checks.
- Please contact our head office for an 'Application for Credit' form.
- We are pleased to accept, cheques, BACS payment, Bank Transfers, or agreed Letters of Credit.

Other terms and conditions

1. Interpretation

1.1. In these Conditions:

"BUYER" means the person, firm, body or company whose order for the Goods is accepted by the Seller

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

"SELLER" means SS SCIENTIFIC LIMITED (registered in England under number 3144679)

"CONDITIONS" means the standard terms and conditions of sale set out in this document

"CONTRACT" means the contract for the purchase and sale of the Goods

"WRITING" includes telex, cable, facsimile transmission, email and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

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

2. Terms

2.1 Subject to clause 2.3 hereof any order accepted by the Seller whether or not it is based on or results from any quotation given by the Seller, is deemed only to incorporate these Conditions which shall override and exclude all other terms, provisions and conditions and warranties representations whether oral or written express or implied (other than any condition or warranty implied by English law the exclusion or restriction of which is prohibited, void or unenforceable thereunder) and govern this Contract, even if included in or referred to in any document of the Buyer.

2.2 Any terms or conditions stipulated by a Buyer which are in rejection of, in addition to, or inconsistent with these Conditions, and any others agreed to in writing by the Seller shall be deemed to be a counter-offer to the Seller and shall not be binding upon the Seller unless agreed to in writing by the Seller's authorised representative. If the Seller rejects or does not accept this counter-offer then that rejection or non-acceptance shall be deemed to be a renewed offer to proceed on these Conditions and any others agreed by the Seller and accordingly performance by the Seller shall in that event be deemed to be governed by the terms of that renewed offer on the Seller.

2.3 No variation to these Conditions shall be binding unless agreed to in Writing by the Seller.

2.4 The Seller's employees or agents are not authorised to make any variations to these Conditions or any representations concerning the Goods unless confirmed by the Seller in Writing. In entering in to 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.

2.5 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is

followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

3. Orders and Specifications

3.1 In placing an order for Goods the Buyer acknowledges that all information regarding weights, measures, powers, capacities, performance and other data relating to goods contained in catalogues, price lists, advertisements and other promotional material produced by the Seller are approximate only and they are intended to present to the Buyer a general guide, the accuracy of which the Buyer must test for himself. The Buyer acknowledges that to the best of the Seller's knowledge and belief the information contained in the said catalogue and other like material is true and accurate as at the date of printing of the catalogues but that no representation of whatsoever nature has been made to the Buyer by the Seller or its agents and that the Buyer relied upon his own judgment as to the nature and quality of the Goods and their suitability for the Buyer's purpose.

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

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

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

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

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and material used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4. Price of the Goods

4.1 Unless otherwise agreed in Writing by the Seller, the Seller reserves the right to vary the price quoted for the Goods in the Seller's published price list current at the date of acceptance of the order.

4.2 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex-works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

4.3 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5. Terms of Payment

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for all sums due under the Contract 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 the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

5.2 The Buyer shall pay all sums due under the Contract (less any discount to which the Buyer is entitled, but without any other deduction) within 60 days of the date of the Seller's invoice. The sums due are not deemed to have been paid until the Seller is in receipt of cleared funds. The time of payment of the sums due shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 The Buyer shall pay the price in full without any discount, deduction, set off or abatement on any goods.

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

5.4.1 bring any action for the price even though delivery may not have taken place and property in the goods has not then passed to the Buyer;

5.4.2 cancel the Contract or suspend any further deliveries to the Buyer;

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

5.4.4 charge the Buyer compound interest (both before and after any judgement) on the amount unpaid, at the rate of 4 per cent per annum above Lloyds Bank Plc base rate from time to time accruing from day to day, until payment in full is made (a span of a month being treated as a full month for the purpose of calculating interest).

6. Delivery

6.1 Delivery of the Goods may, at the option of the Seller, be made by the Buyer collecting the Goods at the Seller's premises after the Seller has notified the Buyer that the Goods are ready for collection or by any carrier instructed by the Seller.

6.2 Any dates given for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the estimated delivery date upon giving reasonable notice to the Buyer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver anyone or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of anyone or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.4 The Seller shall not be liable for the consequence of any delay in delivery on failure to deliver if the duration is not substantial or if the delay or failure is due to any cause specified in clause 10.7 hereof.

6.5 If the Seller fails to deliver the Goods for any reason (other than any cause beyond the Seller's reasonable control or the Buyer's fault) and the Seller is notwithstanding clause 6.2 held liable to compensate the Buyer, the Seller's liability shall be limited to the Contract price of the Goods.

If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the

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

6.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable insurance, storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

6.7 The Buyer shall in the event of non-delivery of the Goods notify the Seller in Writing within ten days from the date of the relevant invoice. If the Buyer fails to adhere to this obligation the Seller shall not be responsible for any partial or total loss or damage or non-delivery of the Goods.

6.8 In the event of short delivery the Seller's liability shall be limited at the Seller's option to making up the delivery or allowing credit in respect thereof.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 (in the case of Goods to be delivered at the Seller's premises) at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2 (in the case of Goods to be delivered otherwise than at the Seller's premises) at the time of delivery or, if the Buyer wrongfully fails to take

delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, title in all Goods supplied or sold by the Seller shall be retained by the Seller until all sums due on any account whatsoever from the Buyer to the Seller have been received by the Seller either in cash or cleared funds. Until such payment the Buyer shall hold the Goods as bailee on behalf of and in a fiduciary capacity for the Seller and should keep the Goods separate from those of the Buyer and third parties and properly stored, protected and identified as the seller's property. If any indebtedness on any running account between the Seller and the Buyer is from time to time reduced to nil this reduction shall not be deemed to have passed title to any Goods still in the possession of the Buyer at the time of any subsequent default in payment by the Buyer.

7.3 Pending the sale of the Goods and the payment of all sums due on any account by the Buyer to the Seller the Buyer shall keep the Goods insured in the amount of the price at which the Goods were supplied to the Buyer against all insurable risks.

7.4 If the goods are destroyed prior to the Buyer making payment in full for the Goods or any of them, the Buyer shall receive and hold the proceeds of any insurance monies relating to such Goods as trustee for the Seller and may at the direction of the Seller be required to pay over such proceeds to the seller.

7.5 On the disposal of the Goods by the Buyer prior to the payment in full of the purchase price (which the Buyer shall be entitled to do in the ordinary course of its business as the fiduciary agent of the Seller) the Buyer shall be liable to account to the seller for that part of the proceeds of sale thereof ("the Seller's part of the proceeds") which is equivalent to the price at which the same were invoiced by the Seller to the Buyer. The Buyer shall, as fiduciary agent for the Seller, pay the Seller's part of the proceeds into a separate bank account clearly denoted as an account containing monies deposited for the benefit of the Seller by the Buyer acting in a fiduciary capacity and shall ensure that such account is never overdrawn. Any such sub-sale by the Buyer shall as between the Buyer and the Seller be effected by the Buyer as agent for the Seller but as between the Buyer and the sub-purchaser shall be effected by the Buyer as principal. Upon request by the Seller the Buyer shall supply the Seller with details of any sub-sale and shall assign to the Seller any claim or right of action it may have against a sub-purchaser.

7.6 If the Goods of the Seller are admixed with products which are the property of the Buyer or are processed with or incorporated therein the product thereof shall become and shall be deemed to be the sole and exclusive property of the Seller until payment in full by the Buyer of the purchase price of the Goods and shall be kept separate from goods belonging to the Buyer and third parties and the Seller shall be notified of the location thereof.

7.7 Until such time as the property in the goods passes to the Buyer (and provided the goods have not been resold) the Seller shall be entitled in addition to any and all other rights available to it at any time to require the Buyer to deliver up the goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the goods are stored or are thought to be stored and repossess the Goods and, if the Buyer has failed to make payment by the due date, also to sue the Buyer for non-payment.

7.8 In the event of the Seller and/or the Seller's agents recovering possession of any of the Goods in the circumstances referred to in clause 7.7 above the Seller shall be entitled to resell the goods and if upon resale of the Goods the proceeds of sale exceed the price or the balance of the price of the Goods due to the Seller from the Buyer the Seller shall apply the balance of the proceeds of sale as follows:

7.8.1 first, reimbursing the Seller for the costs and expense of the taking of possession and the sale of the Goods; and

7.8.2 second, paying any sums due and owing to other creditors of the Buyer in respect of other items and materials used in connection with the manufacture of goods supplied to the Buyer where the property in such items and materials have remained vested in such other creditors by reason of effective reservation of title clauses where the claims of such other creditors pursuant to their reservation of title clauses have been notified to the Seller by the Buyer or its liquidator, receiver, manager, supervisor or administrator or by such other creditors.

8. Intellectual Property

8.1 All intellectual property and proprietary rights including without limitation, copyright, registered and unregistered design rights, patents and know-how, data specifications, manufacturing processes, testing procedures and all other technical business and similar information relating to the Goods, together with all designs, records, reports, documents, papers and other materials whatsoever conceived, originated, or made by the Seller during the course of this Contract shall vest solely in and remain with the Seller.

8.2 The Buyer agrees to assist the Seller and to do all such acts and things as the Seller's legal advisers may advise as are necessary or desirable in order to give the Seller the full benefit of the provisions of this Clause.

8.3 The Buyer hereby assigns to the Seller by way of future assignment the design right as conferred by Part III of the Copyright, Designs and Patents Act 1988 in any work to be created in pursuance of this Contract by the Seller for the full term of design right therein to the intent that the design right therein shall forthwith upon the completion of the work vest in the Seller.

9. Confidentiality

The Contract the subject matter thereof shall be treated as confidential between the parties and shall not be disclosed or publicised to any third party for any reason whatsoever without the Seller's prior written consent.

The Buyer agrees not to copy, publicise or make available to any third party any drawings, patterns, tooling of any kind, written instructions, price details, specifications and other technical papers supplied by the Seller or proceed by the Seller for the purposes of this Contract and the same will remain the property of the Seller at all times and must be returned to the Seller on demand. Any such items supplied to the Buyer will be kept safe by the Buyer and the Buyer takes responsibility for replacing any item lost or damaged. Any such items shall not be modified in any way whatsoever except on the Seller's prior written instructions.

10. Warranties and Liability

10.1 Subject to the conditions set out below the Seller warrants 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 month from delivery, whichever is the first to expire.

10.2 The above warranty is given by the Seller subject to the following conditions:

10.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

10.2.2 the Seller 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 seller's instructions (whether oral or in writing), misuse or alteration or repair of the goods without the Seller's approval;

10.2.3 the Seller 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; and

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

10.3 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.4 Any claim by the Buyer which is based on any defect in the quality or conditions of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 3 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. To the extent that any loss or damage is apparent at the date of delivery the Buyer shall be obliged to give details on any carrier's delivery sheet. The Buyer shall promptly return the Goods, carriage paid, to the Seller with a full written report on the defect unless the Seller agrees in writing to inspect and replace or repair in situ. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

10.5 Where any valid claim in respect of any of the Goods is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the

Seller shall be entitled to replace the goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), and the Seller shall have no further liability to the Buyer.

10.6 Except in respect of death or personal injury caused by the Seller's negligence, the seller 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 loss of anticipated profits, damage to the Buyer's reputation or goodwill, loss of expected future business, damages, costs or expenses payable by the Buyer to any third party or an) other indirect or consequential loss (and whether caused by the negligence of the seller, 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 these Conditions.

10.7 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay if performing, or any failure to perform any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause or circumstance whatsoever beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control;

10.7.1 Act of God, explosion, flood, lightning, tempest, fire or accident;

10.7.2 war, hostilities (whether declared or not), sabotage, insurrection, civil disturbance or requisition;

10.7.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority (including refusal or revocation of any license or consent);

10.7.4 import or export regulations or embargoes;

10.7.5 theft or malicious damage;

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

10.7.7 difficulties in obtaining raw materials, labour, fuel or machinery or defaults of suppliers or sub-contractors for any reason whatsoever;

10.7.8 power failure or breakdown in machinery; or

10.7.9 failure by the Buyer to furnish and supply the Seller with any adequate drawings or materials required to enable the Seller to perform the terms of the Contract.

10.8 If, notwithstanding the foregoing, liability attaches to the Seller then the amount recoverable by the Buyer or any person claiming through the Buyer in respect of any and all breaches by the Seller shall be limited to the reasonable cost of remedying the defect or other matter constituting such breach (and the Seller shall first be afforded the opportunity of carrying out the remedial work at its own cost) and in no circumstances whatsoever shall the Seller's liability to the Buyer exceed the value of the defective Goods in question.

11 Indemnity

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

11.1.1 the Buyer shall immediately inform the Seller of all such claims;

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

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

11.1.4 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 Seller (which shall not be unreasonably withheld);

11.1.5 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);

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

11.1.7 without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may

reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the seller is liable to indemnify the Buyer under this clause; and

11.1.8 this indemnity shall not extend to infringements resulting from the use or adoption by the Seller of the Buyer's parts, designs or specific instructions. Where the Buyer's parts, designs or specific instructions are used the Buyer undertakes to indemnify the Seller against any and all liability, loss, damages, claims, costs and expenses arising out of any claim in respect of any infringement of any patent, trademark, registered or unregistered design right or copyright or other proprietary rights whether in the United Kingdom or elsewhere resulting from the design, manufacture, use, supply or resupply of the goods.

11.2 The Buyer agrees to indemnify the Seller against any damages, losses, costs, claims or expenses incurred by the Seller in respect of any claims brought against the Seller by any third party for:

11.2.1 any loss, injury or damage wholly or partly caused by the Goods or their use;

11.2.2 any loss, injury or damage in any way connected with the performance of this Contract provided that this clause will not require the Buyer to indemnify the Seller against any liability for the Seller's own negligence.

12 Exhibitions

The goods may not be exhibited at any show, display or exhibition other than on the Buyer's own premises or included in any competition unless the Seller's written consent has first been obtained.

13. Right to Withdraw Goods

The Seller reserves the right to withdraw the sale or distribution of any goods without prior notification to or liability to.

14. Repairs and Tests

Save where the Seller has otherwise incurred liability hereunder all tests and all work or repair carried out by the Seller or its employees or its agents shall be at the sole risk of the Buyer.

15. Health and Safety at Work Act 1974

The attention of the Buyer is drawn to Section 6 of the Health and Safety at Work Act 1974. Notwithstanding anything herein contained, where the Seller provides the Buyer with information about the use for which goods are designed and have been tested and about any conditions to ensure that when put to that use they will be safe and without risks to health, the Buyer shall use the goods accordingly and comply with those conditions.

16. Termination

In addition to any other provisions for termination herein contained and without prejudice to any other remedies the Seller may have hereunder the Seller may at its option terminate this Contract or any other contract between the Seller and Buyer and may cancel or suspend future deliveries (if any under this Contract or any other contract) if the Buyer:-

16.1.1 is in breach of any part of these Conditions or any other contract or order between the Seller and the Buyer; or

16.1.2 being a body corporate, shall present a petition for its winding up or have a petition presented by a creditor for its winding up or convene a meeting to pass a resolution for voluntary winding up or shall enter into any liquidation whether compulsory or voluntary (other than for the purpose of voluntary reconstruction or amalgamation where the resulting entity assumes all the obligations of the Buyer under this Contract) or shall be deemed by virtue of section 123 of the Insolvency Act 1986 to be unable to pay its debts; or

16.1.3 being a partnership shall be dissolved; or

16.1.4 being an individual shall commit any action of bankruptcy or shall die; or

16.1.5 convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or

16.1.6 has a liquidator, receiver, administrator, supervisor, trustee, manager or similar officer appointed of any of its property or assets or any analogous step is taken in connection with its insolvency or dissolution; or

16.1.7 ceases, or threatens to cease, its business or substantially the whole of its business; or

16.1.8 gives the Seller reason to reasonably apprehend that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

16.2 On termination howsoever or whenever occurring the Buyer shall pay to the seller all costs, expenses, (including legal and other fees incurred) and all arrears or charges or other payments arising in respect of the Goods under these Conditions or otherwise in addition to any other rights and remedies the Seller may have against the Buyer.

17. Export Terms

17. In these Conditions 'Incoterms' means the international rules for the interpretation of trade terms of the International Chambers of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any

17.1 term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

17.2 Where the Goods are supplied for export from the United Kingdom, to the extent that the provisions of this clause 17 are inconsistent with any other provision of these Conditions, the provisions of this clause 17 shall prevail.

17.3 The Buyer shall be responsible for complying with any legislation or regulation governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

17.4 Regardless of any disclosure made by the Buyer to the Seller, the Buyer shall where applicable:

17.4.1 not either directly or indirectly export the Goods or any product incorporating the Goods without first obtaining a licence to export or re-export from the United Kingdom Government and/or the United States Office of Export Administration (the "OFA");

17.4.1 comply with the export regulations of the United Kingdom Government and/or the OFA.

17.5 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered Ex-Works and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

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

18. Notice

Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any such notice shall be deemed to be served:

18.1 if sent by pre-paid first class post to the party to whom it is given, on the third day after posting; or

18.2 if sent by facsimile transmission or email to the recipients facsimile or email address, on receipt.

19. Waiver

Failure or neglect by the Seller to enforce at any time any of these Conditions shall not be construed nor shall be deemed to be a waiver of the Seller's rights hereunder nor in any way affect the validity of the whole or any part of these Conditions nor prejudice the Seller's right to take subsequent action.