

**TERMS AND CONDITIONS OF SALE (2014)**  
**ASH & LACY BUILDING SYSTEMS LIMITED**

**1 INTERPRETATION**

- 1.1 In these conditions the following words have the following meanings:-  
"Buyer" means the person, firm or company who purchases the Goods from the company.  
"Company" means Ash and Lacy Building Systems Limited registered in England and Wales, with Registered Number 00149058 and whose registered office is situated at Ash & Lacy House, Bromford Lane, West Bromwich, B70 7JJ.  
"Confidential Information" means all secret or confidential commercial, financial and technical information, know how, trade secrets, inventions, computer software and other information whatsoever and in whatever form or medium and whether disclosed orally or in writing, together with all reproductions in whatsoever form or medium and any part or parts of it.  
"Contract" means any contract between the Company and the Buyer for the sale and purchase of the Goods.  
"Delivery Point" means the place where delivery of the Goods is to take place.  
"Goods" means any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or 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 The Contract will be on these conditions to the exclusion of all other terms or conditions including any terms or conditions which the Buyer purports to apply or which are implied by law (insofar as their exclusion is lawful) and these conditions supersede any previous terms and conditions of sale of the Company.
- 2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract.
- 2.3 Any variation to these conditions and any other representations about the Goods shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Company.
- 2.4 No contract shall come into existence unless the Company accepts the Buyer's order in writing.
- 2.5 Acceptance of delivery of Goods or performance by or on behalf of the Buyer shall constitute acceptance of these conditions where acceptance has not previously been communicated by the Buyer to the Company.
- 2.6 Any quotation shall remain open for a maximum period of 30 days only from its date (unless otherwise stated on the quotation). Quotations are not binding offers and shall not be open for acceptance by the Buyer. Where Goods are quoted for supply from stock they are quoted subject to being unsold when the Buyer's order is accepted.

**3 DESCRIPTION AND INFORMATION**

- 3.1 The description of the Goods shall be as set out in the Company's quotation (if any).
- 3.2 The Buyer shall be responsible to the Company for ensuring the accuracy and sufficiency of its order (including any applicable specification and/or sample and/or information it provides). The Company shall be entitled to charge the Buyer for all costs incurred by it (and a reasonable element for profit) where variations to Goods are requested by the Buyer and, at the Company's absolute discretion, accepted in writing by the Company. Without limitation, the Company may refuse such request where it has commenced manufacture of the Goods or, in the case of Goods not manufactured by the Company, where the Company has procured Goods from a third party.
- 3.3 The information supplied by the Company (including information contained in advertising sales and technical literature) are approximate only. Any illustrations, performance details, examples of installations, methods of assembly, all descriptive and technical specification, catalogues, particulars of weight and dimensions and all other technical data supplied by the Company are approximate and are provided for general guidance only and the Company reserves the right without notice to the Buyer to make alterations thereto and to supply the Goods so altered in the performance of the Contract. No such information or data shall form part of the Contract.
- 3.4 Where samples are to be supplied by the Company, the Buyer shall as soon as reasonably practicable and in any event within 14 days after receipt notify the Company that the samples are in all respects satisfactory or of any respect in which the samples are not satisfactory. In default of such notification the Company shall be entitled but not bound to proceed in the manufacture of the remainder of the Contract. Notwithstanding anything in this condition and notwithstanding that any goods may have been exhibited to or inspected by the Buyer no Contract shall constitute a sale by sample.

**4 DELIVERY**

- 4.1 Delivery of the Goods shall take place at the Delivery Point agreed by the Company and the Buyer or, if no specific Delivery Point has been agreed, at the Company's place of business.
- 4.2 The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or make all arrangements necessary to collect the Goods as soon as being notified that the Goods are available for collection.
- 4.3 Any dates and times specified by the Company for delivery of the Goods are an estimate only and time for delivery shall not be of the essence. If no dates are so specified, delivery will be within a reasonable time. Where any Goods are to be supplied from stock, times quoted are subject to the availability of stock at the expected date of delivery.
- 4.4 If the Buyer requests that the date for delivery is the delayed the Company may in its absolute discretion accept the Buyer's request in writing. If the Company accepts the Buyer's request the Company shall in any event be entitled to issue an invoice as applicable on account for the Goods on the original date for delivery as if delivery had occurred at the rate at which would have been billed had delivery taken place on the original date for delivery.
- 4.5 Notwithstanding anything to the contrary in these conditions, if for any reason the Buyer will not accept delivery of any of the Goods when they are tendered for delivery, or the Buyer fails to collect the Goods when notified that they are ready for collection, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:-
- 4.5.1 Goods will be deemed to have been delivered;
- 4.5.2 risk in the Goods will pass to the Buyer;
- 4.5.3 the Company may require the Buyer to pay for the Goods;
- 4.5.4 the Company may (without prejudice to its other rights and remedies) store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage, transportation, handling or other charges and insurance) incurred by the Company as a result; and
- 4.5.5 the Company may sell the Goods at any time and, after deducting all costs and expenses, account to the Buyer for any excess over the price already paid under the Contract or charge the Buyer for any shortfall between the Contract price and such costs and expenses.
- 4.6 The Buyer will provide at its risk and expense at the Delivery Point adequate and appropriate equipment and manual labour for unloading the Goods.
- 4.7 The Company reserves the right, where delivery is to be made in bulk, to deliver up to 10% more or less than the quantity ordered, the Buyer shall not be entitled to reject the Goods or any of them by reason of the surplus or shortfall and the Company shall charge for the Goods in accordance with the quantity actually delivered.
- 4.8 The Company reserves the right to deliver all or any of the Goods in advance of the estimated delivery date.
- 4.9 The Company may deliver the Goods by separate instalments. Each separate instalment may be invoiced separately and, if so, shall be paid for in accordance with the Contract.
- 4.10 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract. Failure by the Company to deliver any one or more of the instalments in accordance with these conditions or any claim by the Buyer in respect of any one or more instalment shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 4.12 Without prejudice to any other right or remedy of the Company if the Buyer is in breach of any of the terms of the Contract, or any other contract with the Company, the Company may without notice and at its sole discretion determine any contract with the Buyer so far as any goods or Goods remain to be delivered or may suspend performance of its obligations under any such contract until the Buyer's default is made good.

**5 TERMINATION AND SUSPENSION**

- 5.1 Without prejudice to any rights and remedies available to it, the Company shall be entitled, forthwith on written notice to the Buyer, either to terminate the Contract wholly or in part and/or any other contract with the Buyer, or to withhold performance of all or any of its obligations under the Contract and/or any other contract with the Buyer, and on the giving of such notice all monies outstanding from the Buyer to the Company shall become immediately due and payable if:-
- 5.1.1 any sum owing to the Company from the Buyer on any account whatsoever shall be unpaid after the due date for payment (in which event the Company shall have a general lien for any such sum on all and any property of the Buyer in its possession);
- 5.1.2 any of the events in condition 7.5 occurs; or
- 5.1.3 the Buyer commits any breach of any contract (including without limitation the Contract) with the Company.
- 5.2 In the event of a suspension of performance the Company shall be entitled, as a condition of resuming performance, to require pre-payment, or such security as it may require.

**6 SHORT AND NON-DELIVERY**

- 6.1 The quantity of any consignment of Goods as recorded by the Company upon despatch or collection from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery or collection.
- 6.2 Notification of short delivery (measured by weight or number) or damage in transit must be made in writing to the Company within 3 days of the receipt of the Goods.
- 6.3 Notification of non-delivery must be made in writing to the Company within 14 days after the date of the Company's invoice.
- 6.4 The Company shall at its option either make good the whole or part of the price (and where relevant, as a deduction from any part of the price remaining unpaid) or by repair or replacement any such non-delivery short delivery or damage notified as aforesaid and save as provided in this condition shall not be liable for any such non-delivery short delivery or damage in transit nor for any loss, financial or otherwise resulting directly or indirectly therefrom. In no event shall the Company be liable to the Buyer in connection with any damage or loss in transit where delivery takes place at the Company's premises.

**7 RISK/TITLE**

- 7.1 Risk in the Goods shall pass to the Buyer when they are made available at the Delivery Point.
- 7.2 Notwithstanding delivery, ownership of the Goods shall stay with the Company until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:-
- 7.2.1 the Goods; and
- 7.2.2 all other sums which are or which become due to the Company from the Buyer on any account.
- 7.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:-
- 7.3.1 hold the Goods on a fiduciary basis as the Company's bailee;
- 7.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
- 7.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 7.3.4 maintain the Goods in satisfactory condition; and
- 7.3.6 indemnify and keep indemnified the Company against all claims, damages, demands, costs, expenses and liabilities of whatsoever nature arising by virtue of the Company's ownership of the Goods.
- 7.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:-
- 7.4.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
- 7.4.2 any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 7.5 The Buyer's right to deal with the Goods shall terminate immediately if:-
- 7.5.1 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
- 7.5.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/performance any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- 7.5.3 the Buyer encumbers or in any way charges any of the Goods.
- 7.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 7.7 Until ownership of the Goods has passed to the Buyer, the Company (including its agents and employees) shall be entitled at any time on demand to:
- 7.7.1 enter any premises (without the need for consent from any third party) where the Goods are located for the purpose of inspecting or repossessing them;
- 7.7.2 repossess the Goods and, where the Goods are incorporated or attached to other assemblies of fabrications, to remove the Goods (without being liable for any damage thereby occasioned); and
- 7.7.3 sell all or any of the Goods and thereby terminate (without any liability to the Buyer) the Buyer's right to use or sell them.

- 7.8 The Company transfers to the Buyer only such title and rights of use as the Company has in any Goods and in the case of material provided by any third party shall transfer only such title and rights as that party had and has transferred to the Company.

**8 PRICE**

- 8.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Contract or if no price has been given, the price for the Goods shall be the price set out in the Company's price list or agreed terms published on the date of the Buyer's order. Any price quoted by the Company is based upon costs current as at the date of quotation. The Company shall be entitled to give notification of an increase in the price for the Goods if there has been any increase in the cost of raw materials between the conclusion of the contract with the buyer and the actual date of delivery. The Buyer shall not be entitled to terminate the contract because of such an increase except where the increase exceeds 10% of the VAT inclusive price.
- 8.2 Unless otherwise agreed in writing, the price for the Goods shall be exclusive of any value added tax and all costs or charges including other tax or duties, packaging, carriage and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Goods.
- 8.3 Subject to prior written agreement to the contrary, the Company shall be entitled to invoice the Buyer for the price of the Goods on or at any time after the Company has notified the Buyer that the Goods are ready for collection or the Company has tendered delivery of the Goods.

**9 PAYMENT**

- 9.1 The Buyer shall make payment in full within 30 days of the end of the month in which the Buyer is notified that the Goods are ready for collection or in which the Goods are due to be delivered (notwithstanding that the delivery may not have taken place and the property in the Goods may not have passed to the Buyer), unless agreed otherwise by the Company in writing.
- 9.2 Time for payment shall be of the essence.
- 9.3 No payment shall be deemed to have been received until the Company has received cleared funds.

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9.4	All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.	13.2	The Company may assign, transfer or charge the Contract or these conditions or any part of them to any person, firm or company.
9.5	The Buyer shall make all payments due under the Contract without any deduction 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	<b><u>FORCE MAJEURE</u></b>
9.6	Without prejudice to any other rights of the Company, 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 on such sum from the due date for payment at the annual rate of 8% above the official dealing rate of the Bank of England prevailing at the end of the due date for payment, calculated on a daily basis until payment is made, whether before or after any judgement or, if greater, as determined in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Buyer shall pay all legal and other costs and expenses incurred by the Company in recovering any amounts owing from the Buyer and any Goods in which title has been retained by the Company. Such costs shall be payable immediately on invoice.	14.1	The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company, including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, energy or services. In such case the time for performance shall be extended by the period of any such delay. If the event in question continues for a continuous period in excess of 3 months, the Company shall be entitled to give notice in writing to the Buyer to terminate the Contract.
9.7	Where payment is agreed to be made by instalments, any delay or default by the Buyer in making payment in respect of any one instalment shall render all the remaining instalments due forthwith, and interest will be charged in accordance with condition 9.6 with immediate effect until the date of actual payment.	15	<b><u>COMMUNICATION</u></b>
9.8	The Company may appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Company and the Buyer) as the Company may think fit (notwithstanding any purported appropriation by the Buyer).	15.1	All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post, or by facsimile transmission:
9.9	The Company reserves the right to apply amounts received first in settlement of interest on overdue debts and then of debts due beginning with the oldest.	15.1.1	(in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
10	<b><u>QUALITY</u></b>	15.1.2	(in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Buyer.
10.1	In the case of Goods manufactured or produced by the Company, the Company warrants that (subject to the other provisions of these conditions) upon delivery, and for such periods as specified in the relevant product literature issued at such date of delivery, the Goods will conform in all material respects with any applicable specification and will be of satisfactory quality within the meaning of the Sale of Goods Act 1994.	15.2	Communications shall be deemed to have been received:
10.2	In the case of Goods not manufactured by the Company the only obligation accepted by the Company will be to use its reasonable endeavours to pass on to the Buyer by way of assignment or transfer (if and to the extent possible) the benefit of any manufacturer's guarantee or warranty.	15.2.1	if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);
10.3	The Company shall not be liable for a breach of the warranty in condition 10.1 unless:-	15.2.2	if delivered by hand on a working day, on the day of delivery;
10.3.1	any failure to meet specification is notified in writing to the Company within 7 days from the date of delivery or (where the failure was not apparent on reasonable inspection) within a reasonable time after discovery of the failure and in any event such failure must be notified within 1 month after delivery;	15.2.3	if sent by facsimile transmission on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.
10.3.2	any such defect in design, materials and/or workmanship shall have appeared within the warranty period as defined within condition 10.1 and shall have been thereupon promptly notified to the Company in writing; and	16	<b><u>HEALTH AND SAFETY</u></b>
10.3.3	the Company is given a reasonable opportunity after receiving such notice, to examine 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 Buyer's cost (but credited by the Company if the claim is accepted) for the examination to take place there.	16	For the purposes of Section 6(8) of the Health and Safety at Work Etc Act 1974 the Buyer undertakes to comply with all instructions relating to the Goods received from the Company from time to time and to take such other steps sufficient to ensure, so far as is reasonably practicable, that the Goods will at all times be safe and without risk to health when being properly used, set, cleaned and maintained by a person at work.
10.4	The Company shall not be liable for a breach of the warranty in condition 10.1 if:-	17	<b><u>INTELLECTUAL PROPERTY RIGHTS</u></b>
10.4.1	the Buyer makes any further use of such Goods after giving such notice; or	17.1	All drawings, designs or other data (whether or not patentable or patented) and all rights therein (including copyright and design right) and all materials, tools, patterns or other items prepared or made available by the Company for the Contract shall, unless otherwise agreed by the Company, be and remain the Company's property and the Buyer shall not copy or reproduce the same in whole or in part in any form or allow others to do so.
10.4.2	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;	17.2	If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, database right, design right, registered design, trade mark or other industrial or intellectual property rights of any other person or any claim is made in respect of passing off or unauthorised use of Confidential Information in relation to the Goods and/or their use or resale the Buyer shall forthwith notify the Company in writing and the Company shall be given full control of any proceedings or negotiations in connection with any such claim. The Buyer shall give the Company all reasonable assistance for the purposes of any such proceedings or negotiations and 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). The Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Company may have in relation to such infringement.
10.4.3	the defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions or misuse; or	17.3	If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Buyer, the Buyer shall (without prejudice to the other rights and remedies of the Company) indemnify the Company in full against all loss, costs, damages, charges, expenses and other liabilities awarded against or incurred by the Company as a result of or in connection with:
10.4.4	the Buyer alters or repairs such Goods without the written consent of the Company.	17.3.1	any claim for infringement of any patent, copyright, database right, design right, registered design, trade mark or other industrial or intellectual property rights of any other person and/or for passing off and/or unauthorised use of Confidential Information which results from the Company's use of the Buyer's specifications; and
10.5	Subject to conditions 10.3 and 10.4, if any of the Goods do not conform with the warranty in condition 10.1 the Company shall at its option repair or replace (but not install) 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 Buyer's expense (but credited by the Company if the claim is accepted), return the Goods or the part of such Goods which is defective to the Company.	17.3.2	any other liability of any kind to any third party including without limitation for defective Goods, personal injury or death to the extent that it arises from the Buyer's specification.
10.6	If the Company complies with condition 10.5 it shall have no further liability for a breach of the warranty in condition 10.1 in respect of such Goods.	18	<b><u>DATA PROTECTION ACT 1998</u></b>
10.7	Any Goods replaced will belong to the Company and any repaired or replacement Goods manufactured or produced by the Company will be guaranteed on these terms for the unexpired portion of the warranty period as defined in condition 10.1.	18.1	The Buyer authorises the Company and any finance company used to purchase any Goods to carry out checks (including enquiries relating to directors and other individuals) with credit reference agencies and to disclose such information to one another. The Buyer further acknowledges that the agencies concerned may keep and share information supplied to them with other businesses in assessing applications for credit and/or fraud prevention.
10.8	For the avoidance of doubt the Buyer shall not be entitled to any claim to set-off in respect of any repairs or alterations undertaken by the Buyer without the prior written consent of the Company.	19	<b><u>GENERAL</u></b>
10.9	The Company shall be under no liability in respect of any defect in the Goods arising from any drawings, design or specification supplied by the Buyer.	19.1	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.
10.10	The Company shall be under no liability until any and all monies due from the Buyer to the Company have been paid in full.	19.2	If any provision of these conditions 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 these conditions and the remainder of such provision shall continue in full force and effect.
11	<b><u>COLOUR VARIATION</u></b>	19.3	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.
11.1	Due to the nature of the raw materials and the manufacturing process variation in colour and shade may be an inherent characteristic of certain Goods and a reasonable variation in colour will be deemed acceptable. The Company shall not therefore be liable for a breach of the warranty in condition 10.1 above in the event of colour variation for these reasons and this shall not entitle the Buyer to a claim for breach of warranty in condition 10.1.	19.4	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.
12	<b><u>LIABILITY</u></b>	19.5	A person who is not a party to these conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
12.1	Except as expressly provided in condition 10, neither the Company, nor any third party, shall be liable to the Buyer in contract, tort (including without limitation negligence), breach of statutory duty or otherwise for any loss or damage which the Buyer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Company its servants whilst acting in the course of their employment or agents whilst acting in the course of their engagement.	19.6	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.
12.2	Neither the Company, nor any third party, accepts any liability, express or implied, as to the conformity of any Goods to any particular description, or as to quality or suitability for any particular purpose or use under specific conditions of any Goods (whether or not known to the Company).		
12.3	The Company shall in no circumstances have any liability for:		
12.3.1	any economic loss (whether direct or indirect), including but not limited to wasted time or expenditure, loss of profits, production, business revenue or goodwill;		
12.3.2	any indirect, special or consequential loss, damage, costs, expenses or other claims for compensation whatsoever of the Buyer arising out of, under or in connection with any Goods supplied by the Company;		
12.3.3	any claims against the Buyer by any person and the Buyer shall be solely responsible for any such losses or claims.		
12.4	Subject to condition 12.5 below:		
12.4.1	the Company shall be discharged of all liability to which these conditions apply unless (without extending statutory limitation) proceedings are begun and served within 12 months after the Buyer became aware (or should reasonably have become aware) of the facts giving rise to such liability;		
12.4.2	the Company's liability in connection with the Goods shall in no circumstances exceed the Contract price.		
12.5	Nothing in this condition 12 shall operate so as:-		
12.5.1	to exclude the Company's non-excludable liability in respect of death or personal injury caused by the negligence of the Company or its servants whilst acting in the course of their employment or its agents whilst acting the course of their engagement;		
12.5.2	to affect the statutory rights of the Buyer where Goods are sold to a Buyer dealing as a consumer within the meaning of The Unfair Contract Terms Act; or		
12.5.3	to exclude the application of Section 12 of the Sale of Goods Act 1979;		
12.5.4	to exclude liability for fraudulent misrepresentation on the part of the Company or by its servants whilst acting in the course of their employment or its agents whilst acting the course of their engagement.		
13	<b><u>ASSIGNMENT</u></b>		
13.1	The Contract is personal to the Buyer and the Buyer shall not be entitled to assign, transfer or charge the Contract or these conditions or any part of them without the prior written consent of the Company.		