

**BENJN. R. VICKERS & SONS LIMITED**  
**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES**

In these Conditions:

<b>"Buyer"</b>	means the person, firm or company ordering and purchasing the Goods and/or Services;
<b>Confidential Information</b>	means any and all communications and all information whether written, visual or oral and all other materials of a confidential nature supplied by one party to the other;
<b>"Contract"</b>	means the contract between Vickers and the Buyer for the supply of Goods and/or Services in accordance with these Conditions;
<b>"Goods"</b>	means the goods (which are the subject of the Order) to be supplied by Vickers to the Buyer;
<b>"Goods Specification"</b>	means the specification for the Goods prevailing at the date of the Order and available on request
<b>"Order"</b>	means the purchase order containing details of the Goods and (where relevant) Services;
<b>"Vickers"</b>	means Benjn. R. Vickers & Sons Limited;
<b>"Services"</b>	means any services provided by Vickers to the Buyer including, but not limited to, advice or opinion given in any medium but including orally, email, letters and reports;
<b>"Services Specification"</b>	means the Buyer's request for the Services as agreed by Vickers.

**1. APPLICATION OF THESE CONDITIONS**

- 1.1 All quotations, offers and tenders are made and all orders for Goods and/or Services are accepted subject to the following conditions ("**Conditions**"). Except as otherwise provided in these Conditions, all other terms, conditions or warranties (express or implied) are excluded from any contract between Vickers and the Buyer unless expressly accepted in writing by Vickers.
- 1.2 If there is a conflict between the Conditions and any other alleged terms of Vickers' quotation, offer, tender or acknowledgement of Order, the Conditions shall prevail unless otherwise evidenced in writing and signed and dated by both parties.
- 1.3 Quotations shall be available for acceptance for a maximum period of 14 days from date of issue and may be withdrawn by Vickers by written or oral notice to the Buyer at any time prior to Vickers' acceptance. Acceptance of an Order will only be effective where it is made by Vickers in writing (which includes email) by or at the direction of an authorised representative of Vickers and posted, emailed or delivered to the Buyer, at which point the Contract will be formed.
- 1.4 If any statement or representation has been made to the Buyer by Vickers or its officers, employees or agents in relation to any specification additional to Vickers' standard Goods Specification, upon which the Buyer wishes to rely, it shall only be entitled to do so if the statement or representation is attached to or endorsed on the Order and then only if Vickers subsequently confirms in writing, by a document signed by a director of Vickers, that the Buyer is entitled to rely on the statement or representation or additional specification.
- 1.5 The giving by the Buyer of any instructions to deliver the Goods, the acceptance by the Buyer of any quotation provided by Vickers or the acceptance by the Buyer of delivery of the Goods and/or performance of the Services or any part thereof, or any conduct by the Buyer in performance of the transaction after receipt by the Buyer of this document shall constitute unqualified acceptance by the Buyer of the Conditions.

2. **PRICES**

2.1 Where Vickers delivers or arranges delivery of the Goods, the Buyer shall be liable to Vickers for further carriage costs and any demurrage costs incurred by Vickers if vehicles are unduly delayed at the place of delivery. Where delivery is not included in the price, the Buyer shall pay all transportation and insurance costs incurred by Vickers in making or arranging such delivery.

2.2 Unless otherwise agreed in writing:

2.2.1 all prices for Goods will be as set out in Vickers' current price list or as communicated to the Buyer from time to time;

2.2.2 all prices for Services will be agreed between the parties on a case by case basis;

2.2.3 all prices are quoted exclusive of VAT.

2.3 Vickers reserves the right to increase the price of the Goods and/or Services, by giving notice to the Buyer at any time before delivery, to reflect any increase in the cost of the Goods and/or Services that is due to:

2.3.1 any factor beyond the control of Vickers (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing costs or overheads);

2.3.2 any request by the Buyer to change the delivery date(s) or quantities or types of Goods and/or Services ordered; or

2.3.3 any delay caused by any instructions of the Buyer in respect of the Goods or failure of the Buyer to give Vickers adequate or accurate information or instructions in respect of the Goods and/or Services.

2.4 Vickers reserves the right to make an additional charge to cover any increase in transport costs occurring before the date of delivery.

2.5 The Buyer shall reimburse Vickers for all reasonable out-of-pocket expenses incurred by Vickers in relation to the supply of the Services.

3. **PAYMENT**

3.1 Unless otherwise agreed by Vickers in writing, payment shall be due and payable on the last day of the month following the date of invoice and shall be made without any set-off, counterclaim or deduction whatsoever. Where any dispute arises, the Buyer shall not oppose and shall consent to the immediate enforcement of any judgement entered against it regardless of any cross-claim, set-off or counterclaim.

3.2 Vickers shall be entitled to submit its invoice with its delivery advice note and/or on commencement of performance of the Services or at any time afterwards except that where delivery has been postponed at the request of, or by the default of, the Buyer, Vickers may submit its invoice at any time after the Goods are ready for delivery or would have been ready in the ordinary course but for the Buyer's request or default.

3.3 Where Goods are delivered by instalments Vickers may invoice each instalment separately and the Buyer shall pay such invoices in accordance with these Conditions.

3.4 No disputes arising under the Contract nor delays (other than delays acknowledged by Vickers in writing), shall interfere with prompt payment in full by the Buyer.

- 3.5 If the Buyer shall default in payment whether under the Contract or any other contract with Vickers, Vickers shall be entitled, without prejudice to any other right or remedy, to do all or any of the following:-
- 3.5.1 to suspend the supply of the Services and/or any or all further deliveries of Goods under the Contract and under any other contract or contracts between Vickers and the Buyer, without notice;
  - 3.5.2 to charge interest on any amount outstanding at the rate of 4% per annum above the base rate of the Bank of England. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount;
  - 3.5.3 to serve notice on the Buyer requiring immediate payment for all Goods and/or Services supplied or to be supplied by Vickers under the Contract and all other contracts with the Buyer whether or not payment is otherwise due;
  - 3.5.4 by its servants or agents enter the Buyer's premises and recover and dispose of the Goods, and the Buyer shall not be entitled to make any claim against Vickers in respect of such entry or disposal;
  - 3.5.5 to sue for the price of the Goods and/or Services and any other sums then due or rendered due under the terms of any contract, even though title may not have passed to the Buyer or the Goods have been recovered, provided that Vickers shall give credit for the cost of any Goods not supplied or recovered (in saleable condition) from the Buyer as certified by Vickers, such certificate to be conclusive proof of the cost of such Goods.
- 3.6 Unless agreed in writing by Vickers, the Buyer shall have no right to set-off, withhold or deduct from monies due to Vickers whether in respect of any sums due from Vickers, any sums claimed to be due from Vickers or otherwise.

#### 4. **GOODS AND DELIVERY**

- 4.1 Vickers warrants that on delivery the Goods shall conform in all material respects with the Goods Specification.
- 4.2 Vickers shall deliver (or procure the delivery of) the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after Vickers notifies the Buyer that the Goods are ready.
- 4.3 Delivery of the Goods shall be deemed to be completed on receipt of a signed Goods Received Note (GRN).
- 4.4 Time for delivery of Goods and/or supply of the Services is given as accurately as possible but is not guaranteed. The Buyer shall have no right to damages or to cancel the contract for failure to meet any delivery time stated nor shall the Buyer be entitled to make, or to purport to make, time for delivery of the essence of the contract.
- 4.5 The date for delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the Buyer in connection with any act required to enable Vickers to despatch the Goods and/or supply the Services.
- 4.6 If any Order is to be delivered by several instalments to the Buyer, each such instalment shall be treated as a separate and identifiable contract and the rights of either party thereunder shall be construed accordingly, save only that Vickers may

suspend delivery thereof whilst payment is overdue in respect of any previous instalment.

- 4.7 If Vickers shall fail to make delivery or shall make defective delivery of any instalment, such failure shall not affect the obligations of the parties under the Contract.
- 4.8 Vickers will endeavour to comply with reasonable requests by the Buyer for postponement of delivery of the Goods and/or supply of Services but shall be under no obligation to do so. Where delivery is postponed by the Buyer otherwise than due to default by Vickers then, without prejudice to all other rights and remedies available to Vickers, the Buyer shall pay all costs and expenses, including a reasonable charge for storage and transportation so occasioned.

## 5. **PACKAGING**

- 5.1 Packaging supplied by Vickers, unless otherwise expressly agreed in writing, is intended to provide adequate protection in normal conditions of transit of expected duration.
- 5.2 The Buyer shall be responsible for ensuring the Goods are kept in adequate storage conditions once delivered, including but not limited to protecting the Goods against the effects of humidity and temperature.
- 5.3 Vickers shall be entitled to deliver the total weight, area or volume of any Goods which are the subject of a Contract in containers of such varying weights and sizes as it may decide.
- 5.4 Where packages, pallets, drums, beams or other containers ("**Packaging**") are stated to be returnable, they shall be returned in good order and condition at the Buyer's expense to the destination named on Vickers' invoice and the Buyer shall notify Vickers of the date of despatch thereof. If any such Packaging was charged for on delivery, credit will be given when it is received at the named destination in good order and condition. If the Buyer fails within a reasonable period to return any such Packaging in good order and condition, the Buyer shall, if not so charged on delivery, be charged at Vickers' standard rate.

## 6. **SERVICES**

- 6.1 Vickers will use reasonable endeavours to perform the Services in accordance in all material respects with the Services Specification.
- 6.2 Where no Services Specification has been provided Vickers will use reasonable endeavours to perform the Services with reasonable care and skill.
- 6.3 Vickers may employ agents and sub-contractors to perform all or components of the Services.
- 6.4 The Buyer will make available to Vickers promptly and without charge any information and documentation necessary for Vickers to perform the Services and the Buyer recognises that Vickers are reliant on the Buyer for all information concerning the Buyer's operations (including technical, legal and regulatory issues) required for the performance of the Services. The Buyer warrants that all such information and documentation provided pursuant to Condition 6.4 will be accurate and fit for purpose.
- 6.5 If the Buyer fails to fulfil its obligations in Conditions 6.4 and 6.4, Vickers may charge the Buyer for any additional costs incurred by Vickers on a time and materials basis and may require an extension of time for the performance of the Services.

6.6 Where the Services are based on the information provided by the Buyer to Vickers, Vickers makes no representations as to the effects which may follow implementation of the Services.

**7. RISK AND TITLE**

7.1 Risk shall pass to the Buyer (so that the Buyer is then responsible for all loss or deterioration of the Goods or for any damage occurring):-

7.1.1 if Vickers is responsible for delivering or arranging for delivery of the Goods, at the time when the Goods arrive at the place for delivery; or

7.1.2 in all other circumstances, at the time when the Goods leave the premises of Vickers.

7.2 Title to the Goods shall only pass to the Buyer if the Buyer has paid to Vickers all sums (including any default interest) due from it to Vickers under the Contract and under all other contracts between Vickers and the Buyer.

7.3 Until title to the Goods has passed to the Buyer, the Buyer shall:

7.3.1 hold the Goods on a fiduciary basis as Vickers's bailee;

7.3.2 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as Vickers' property;

7.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

7.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Vickers' behalf from the date of delivery;

7.3.5 notify Vickers immediately if it becomes subject to any of the events listed in Conditions 16.1.3 to 16.1.4; and

7.3.6 give Vickers such information relating to the Goods as Vickers may require from time to time,

but the Buyer may resell or use the Goods in the ordinary course of its business.

7.4 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in Condition 16.1.3 to 16.1.4, or Vickers reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Vickers may have, Vickers may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, may enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

7.5 The Buyer shall not re-sell the Goods unless it has been given express consent to do so by Vickers (such consent to be subject to specified conditions) and in the event that the Buyer does re-sell the Goods without consent and/or re-sells the Goods and gives any advice or representation (whether written or oral) in respect of the Goods which is not in accordance with the advice or representations given by Vickers in respect of the relevant Goods then Vickers shall not be liable for any losses, claims or costs incurred by the Buyer in respect of such Goods.

8. **VARIATIONS**

- 8.1 No variations to the Goods and/or Services required by the Buyer shall be binding on Vickers unless agreed by Vickers and the Buyer in writing, including, as part of such agreement, any change to the contract price arising in consequence of the variation to the Goods and/or Services.
- 8.2 Following agreement of any such variation by the parties, any dates quoted for delivery shall be extended accordingly.

9. **SAMPLE AND TESTING**

- 9.1 Vickers reserves the right to alter the dimensions or composition of the Goods supplied to conform to applicable standards or laws.
- 9.2 Vickers reserves the right to alter the specification of any Goods from those of its current specification for such Goods from time to time ordered by the Buyer, without prior agreement of the Buyer.
- 9.3 No advertising, sales and technical information or data issued by Vickers shall form part of the contract unless the Buyer shall have complied with Condition 1.4 relating to statements and representations and Vickers shall have given the confirmation referred to in that Condition.

10. **DEFECTS AND DELIVERY DISCREPANCIES**

- 10.1 Subject to Condition 10.2, if:
- 10.1.1 the Buyer gives notice in writing within 3 working days of discovery that some or all of the Goods do not comply with the warranty set out in Condition 4.1;
  - 10.1.2 Vickers is given a reasonable opportunity of examining such Goods; and
  - 10.1.3 the Buyer (if asked to do so by Vickers) returns such Goods to Vickers' place of business at Vickers' cost,

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

- 10.2 Vickers shall not be liable for the Goods' failure to comply with the warranty in Condition 4.1 if:
- 10.2.1 the Buyer makes any further use of such Goods after giving a notice in accordance with Condition 10.1;
  - 10.2.2 the defect arises because the Buyer failed to follow Vickers's oral or written instructions as to the storage or use of the Goods or (if there are none) good trade practice;
  - 10.2.3 the defect arises as a result of Vickers following any Goods specification supplied by the Buyer.
- 10.3 The Buyer shall notify Vickers in writing within 3 working days of discovery of:-
- 10.3.1 any discrepancy between the delivered quantity of Goods and the stated quantity set out on the delivery documentation;
  - 10.3.2 any damage to the Packaging, including, without limitation, the condition of the drums and seals.

10.4 If notification is not made to Vickers as provided in this Condition 10, the Goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be bound to pay for the same accordingly.

**11. EXCLUSION OF LIABILITY FOR SALES OF GOODS AND/OR SERVICES WITHIN THE UNITED KINGDOM**

11.1 The limitations of liability in Condition 11 apply to all sales and deliveries of Goods and/or Services within the United Kingdom.

11.2 Nothing in these Conditions shall exclude or limit the liability of Vickers for death or personal injury caused by Vickers' negligence or for fraudulent misrepresentation or for any other liability or loss which cannot be excluded by English Law.

11.3 Except as set out in these Conditions, any and all other warranties (including without limitation, relating to fitness for a particular purpose, satisfactory quality, and description) whether oral or written, express or implied by statute, common law, trade custom and industry practice are excluded to the fullest extent possible by English law.

11.4 Under no circumstances whatever shall Vickers be liable for:-

11.4.1 losses special to the particular circumstances of the Buyer;

11.4.2 indirect or consequential losses;

11.4.3 recall costs and business disruption or interruption costs;

11.4.4 costs incurred in connection with the removal, disposal or storage of defective Goods;

11.4.5 damage to goodwill or reputation;

11.4.6 loss of profits.

11.5 Each of the sub-conditions in Condition 11.4 are to be regarded as separate and severable Conditions. If any sub-condition shall be or become void or unenforceable in whole or in part, the other provisions shall remain valid and enforceable.

11.6 Without prejudice to the provisions of Condition 10 or this Condition 11, Vickers' aggregate liability to the Buyer in connection with or arising under any Contract for the delivery of Goods or Goods and Services whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the lower of (i) the purchase price of the Goods or Goods and Services which gave rise to the relevant claim or (ii) £25,000.

11.7 Without prejudice to the provisions of Condition 10 or this Condition 11, Vickers' aggregate liability to the Buyer in connection with or arising under any Contract for the supply of Services, whether for negligence, breach of contract, misrepresentation or otherwise whatsoever shall in no circumstances exceed £10,000.

**12. EXCLUSION OF LIABILITY FOR SALES OF GOODS AND/OR SERVICES OUTSIDE OF THE UNITED KINGDOM**

12.1 The limitations of liability in Condition 12 apply to all sales and deliveries of Goods outside of the United Kingdom.

12.2 Subject to Condition 10.1, Vickers shall be under no liability to the Buyer in relation to the supply of Goods or Goods and Services for any loss, damage or injury, direct or

indirect, resulting from defects in design, materials or workmanship or otherwise (and whether or not caused by the negligence of Vickers its employees or agents).

- 12.3 Under no circumstances whatever shall Vickers be liable for:-
- 12.3.1 losses special to the particular circumstances of the Buyer;
  - 12.3.2 indirect or consequential losses;
  - 12.3.3 recall costs and business disruption or interruption costs;
  - 12.3.4 costs incurred in connection with the removal, disposal or storage of defective Goods;
  - 12.3.5 damage to goodwill or reputation;
  - 12.3.6 loss of profits.
- 12.4 Each of the sub-conditions in Condition 12.3 are to be regarded as separate and severable Conditions. If any sub-condition shall be or become void or unenforceable in whole or in part, the other provisions shall remain valid and enforceable.
- 12.5 Vickers' aggregate liability to the Buyer in connection with or arising under any Contract for the delivery of Goods or Goods and Services, whether for negligence, breach of contract, misrepresentation or otherwise whatsoever shall in no circumstances exceed the lower of (i) the purchase price of the Goods or Goods and Services which gave rise to the relevant claim or (ii) £10,000.
- 12.6 Vickers' aggregate liability to the Buyer in connection with or arising under any Contract for the supply of Services, whether for negligence, breach of contract, misrepresentation or otherwise whatsoever shall in no circumstances exceed £1,000.

### 13. **INDEMNITY**

- 13.1 The Buyer will indemnify Vickers, on demand, for all costs, charges or losses sustained or incurred by Vickers (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person) arising directly or indirectly from:
- 13.1.1 the Buyer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under these Conditions; and/or
  - 13.1.2 any third party claim against Vickers relating to the Goods in circumstances where the Buyer has re-sold the Goods to such third party and the Buyer has given any advice or representation (whether written or oral) in respect of the Goods which is not in accordance with the advice or representations given by Vickers in respect of the relevant Goods.

### 14. **INTELLECTUAL PROPERTY RIGHTS**

- 14.1 The Buyer acknowledges and agrees that all patents, copyright, moral rights, business and trade names, trade marks (registered or unregistered), design rights (registered or unregistered), know-how and any and all other intellectual property rights in the Goods and/or Services and any documentation relating to the Goods and/or Services, together with any enhancements or improvements shall vest in Vickers and/or its licensors, free of charge. The Buyer shall have no rights in respect of any intellectual property rights belonging to Vickers nor any goodwill associated therein.
- 14.2 All claims for alleged infringement of patents, trade marks, registered designs, design right, copyright or any other intellectual property rights received by the Buyer relating



to the Goods and/or Services must be notified in writing immediately to Vickers. If requested by Vickers, Vickers shall be entitled to have conduct of any proceedings relating to any such claim in such manner as Vickers thinks fit and the Buyer will provide to Vickers such reasonable assistance as Vickers may request. In such circumstances, the cost of any proceedings will be borne by Vickers.

## 15. **BUYER'S DESIGNS AND DRAWINGS**

- 15.1 The Buyer shall indemnify and keep indemnified Vickers from and against any and all actions, claims, costs, liabilities and proceedings which arise due to the manufacture of the Goods and/or supply of the Services by Vickers being in accordance with drawings or specifications provided by the Buyer if such drawings or specifications are inaccurate or contain design defects or if they infringe or are alleged to infringe any patent, copyright, design right, registered design or any other third party intellectual property rights.
- 15.2 Vickers does not guarantee suitability of materials or design of Goods made especially to the Buyer's requirements and differing from the Goods Specification even if the purpose for which the Goods are acquired is known to Vickers.
- 15.3 Vickers does not accept responsibility for the safekeeping and condition of the Buyer's drawings and any other documentation whilst they are in Vickers' possession.
- 15.4 Without prejudice to the generality of the foregoing, all recommendations and advice given by or on behalf of Vickers as to the methods of storage or use of the Goods and the suitability of using such Goods in manufacturing processes or in conjunction with any other materials are given without liability on the part of Vickers.

## 16. **TERMINATION**

- 16.1 Without limiting its other rights or remedies, Vickers may terminate the Contract with immediate effect by giving written notice to the Buyer if:
  - 16.1.1 the Buyer fails to pay any amount due under this Contract on the due date for payment;
  - 16.1.2 the Buyer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach;
  - 16.1.3 any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Buyer or if the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or if a notice of intention to appoint an administrator is given or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Buyer) or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Buyer;
  - 16.1.4 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.

17. **CONFIDENTIALITY.**

17.1 Each party shall at all times keep all Confidential Information supplied by the other party confidential and will not disclose any such information to any third party other than in the proper performance of its obligations under the contract. Each party agrees that this obligation shall continue in force without limit in point of time.

17.2 The restriction imposed by Condition 17.1 shall not apply to the disclosure of any Confidential Information:

17.2.1 to such extent as is necessary for the purposes contemplated by these Conditions and with the other party's prior consent; or

17.2.2 as is required by law; or

17.2.3 where it is public knowledge at the date of disclosure or can be shown by the disclosing party to have been known prior to such disclosure, provided that such disclosure does not constitute a breach of these Conditions.

17.3 If Vickers and the Buyer have entered into a separate Confidentiality Agreement, in the event of a conflict between the terms of such Confidentiality Agreement and the terms of this Condition 16, the terms of the Confidentiality Agreement shall prevail.

18. **FORCE MAJEURE**

18.1 Vickers shall be under no liability for any failure to perform any of its obligations under the contract if and to the extent that the failure is caused by act of God, war, riots, civil commotions, strikes, lock-outs, trade disputes, fires, breakdowns, interruptions of transport, governmental action or restriction, shortages of labour or materials or breakdown of machinery, delay in delivery by Vickers' suppliers or any other cause whatsoever (whether or not similar to the foregoing) outside of the control of Vickers.

18.2 If a force majeure event (as set out in Condition 18.1) continues for a period of 30 days or more then Vickers shall have the option to immediately terminate the Contract with the Buyer by giving notice in writing.

19. **USE OF GOODS IN COMPOSITE MATERIALS FOR RESALE**

19.1 In the circumstances in which Vickers supplies Goods to the Buyer for incorporation with, or use ancillary to, any composite or other products to be produced, manufactured, processed or supplied by the Buyer or a third party then the Buyer shall indemnify and keep indemnified Vickers against any and all actions, claims, demands, liabilities, loss, damages, costs and expenses (including legal expenses and disbursements) which Vickers may incur if any claim(s) are made against Vickers relating to the composite or other products in circumstances in which the Goods supplied by Vickers are either:

19.1.1 not the defective part of the composite or other product; or

19.1.2 are only rendered the defective part or became a defective product by reason of acts or omissions of the Buyer or a third party (including without limitation the supply of defective free issue materials); or

19.1.3 are only rendered the defective part or became a defective product by reason of instructions or warnings given by the Buyer or other supplier of the composite or other products; or

19.1.4 are supplied in accordance with a specification or drawings furnished by, or on behalf of, the Buyer.

20. **GENERAL**

- 20.1 Assignment: The Buyer shall not be entitled to assign the benefit or burden of the Contract or of any interest in it without the prior written consent of Vickers. Vickers shall be entitled to sub-contract the whole or part of its obligations under the Contract and to assign its interest in the Contract without consent.
- 20.2 Partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 20.3 Severability: If these Conditions shall be or become void in whole or in part, the other provisions shall remain valid and enforceable and the void provisions shall, where appropriate, be replaced by other provisions corresponding as closely as possible with the void provisions.
- 20.4 Notices:
- 20.4.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- 20.4.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 20.4.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one working day after transmission.
- 20.4.3 The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action
- 20.5 Waiver: A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 20.6 Third Party Rights: A person who is not a party to the Contract shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of the terms of the Contract. Any right or remedy of a third party which exists or is available apart from the Act is not affected.
- 20.7 Law and jurisdiction: The parties agree that any disputes arising or in any way connected with the subject matter of the Contract (whether of a contractual or tortious nature or otherwise) shall be subject to the laws of England and in the case of proceedings issued against Vickers shall be subject to the jurisdiction of the English courts only.