

# Terms and Conditions of Sale

<b>1. INTERPRETATION</b>	<b>7. TERMS OF PAYMENT</b>
1.1 In these conditions the following words and expressions shall have the meanings ascribed to them below save where the same is inconsistent with the context.	7.1 Subject to any special terms agreed in writing between the Buyer and Seller. The Seller shall be entitled to invoice the Buyer for the price or at any time after delivery of the goods, unless the goods are to be collected by the Buyer or 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.
<b>Agents</b> means a person from a company nominated in writing by the Seller to act on its behalf.	
<b>Buyer</b> means the person from a company whose order for the goods is accepted by the Seller or who accepts a quotation of the Seller made to the Buyer for the sale of Goods which remains for acceptance.	7.2 Subject to any special terms agreed in writing between the Buyer and the Seller the Buyer shall pay the price of the goods less any discount to which the Buyer is entitled as set out in the Sellers quotation but without any other deduction) by the end of the month following the month during which delivery takes place or is deemed to have taken place, notwithstanding that delivery may not actually have taken place and that the property in the goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the contract. Receipt for payment will be issued only upon request.
<b>Goods</b> means goods including any instalment's of the goods (or any parts for them) which the Seller is to supply to the Buyer and which are supplied in accordance with these Conditions.	7.3 If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
<b>Seller</b> means AirFor Engineering Limited, Hillside Farm, Wetherby Road, Long Marston, York, YO26 7NG.	7.3.1 terminate the contract in accordance with clause 14.2 or suspend any further deliveries to the Buyer.
<b>Conditions</b> means the terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and Seller as more particularly detailed in clause 2.2.	7.3.2 appropriate any payment made by the Buyer for other goods (or 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);
<b>Contract</b> means the Contract between the Buyer and Seller for the purchase and sale of the Goods.	7.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid calculated on a daily basis at the rate of 8% above Bank Of England base rate from time to time applying until payment is made in full and
<b>Installation Works</b> means installation of the Goods by the installer.	7.3.4 charge the buyer £500 administration costs plus reasonable debt recovery costs incurred as a result of late payment and
<b>Installer</b> means the Seller or any person from a company to whom the Seller has sub-contracted in whole or in part of installation of the Goods.	7.3.5 recover the goods as provided for in clause 10.4 hereof
<b>Price</b> means the price of the goods to be paid by the buyer to the seller and the cost of installation (where appropriate).	<b>8. DELIVERY (and installation works where applicable)</b>
<b>Site</b> means the place where the installation (where applicable) of the Goods is to be carried out.	8.1 Delivery of the goods shall be deemed to take place either
<b>Writing</b> Includes, letter, telex, facsimile transmission and comparable means of communication.	a) by the Seller delivering the goods to such place as is agreed by the Seller, or
1.2 Any reference in these conditions to any provision of a statute or a statutory instrument shall (unless otherwise specified) be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.	b) by the Buyer collecting the goods at the Sellers premises, or
1.3 The headings in these conditions are for convenience only and shall not effect their interpretation.	c) immediately upon the Seller notifying the Buyer that the goods are ready for collection.
1.4 Male includes female, singular includes plural and vice versa.	8.2 Any dates quoted for delivery (and installation where applicable) of the goods are approximate only unless previously agreed by the Seller in writing. The goods may be delivered (and installed where applicable) by the Seller (or installer where applicable) in advance of the quoted delivery date upon giving notice to the buyer.
1.5 Any confirmation to be given by the Seller hereunder must be authorised in writing by a director of the Seller.	8.3 Where the goods are to be delivered (and installed where applicable) in instalments each delivery (and installation where applicable) shall constitute a separate contract and failure by the Seller (or installer where applicable) to deliver (or install where applicable) 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 instalments shall not entitle the Buyer to treat the contract as a whole as repudiated.
<b>2. BASIS OF THE SALE</b>	8.4 The Seller shall not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay or failure to deliver the goods (and/or installation work in involved delay in completion of the work) due to circumstances beyond the Sellers control.
2.1 The Seller shall sell and the Buyer shall purchase in accordance with any written quotation of the Seller which is acceptable by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions.	8.5 If the Buyer fails to take delivery (or fails to allow installation where applicable) of the goods or fails to give the Seller (or installer where applicable) adequate delivery instructions (or fails to give adequate installation instructions where applicable) at the time stated for delivery (and installation where applicable) (otherwise than by reason of the Sellers fault) then without prejudice to any other right or remedy available to the Seller the Seller may:
2.2 Unless other terms and conditions are expressly accepted by the Seller by means of a specific written amendment hereto signed by a director of the Seller the Contract will be on these Conditions to the exclusion of any other terms and conditions (except those implied in favour of a Seller which are not inconsistent with these Conditions) whether or not the same are endorsed upon, delivered with or referred to in any purchase order or other document delivered or sent by the Buyer to the Seller or which the Buyer purports to apply upon any purchase order, confirmation of order or similar document.	8.5.1 store the goods until actual delivery and charge the Buyer for the costs (including insurance) of storage, or
2.3 The Sellers employees or agents are not authorised to make any representations concerning the Goods unless confirmed by a director of the Seller in writing. In entering into 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.	8.5.2 sell the goods at the best price readily obtainable and (after deducting all 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 together with the interest thereon as provided in clause 7.3.3 hereof.
2.4 Any advice or recommendation given by the Seller or its employees or Agents to the Buyer or its employees or Agents as to the description, storage, application or use of the Goods which is not confirmed in writing by a director of the Seller is followed or acted upon entirely at the Buyers own risk and accordingly the Seller shall not be liable for such advice or recommendation which is not so confirmed.	8.6 The Seller (or installer where applicable) shall have the right to make delivery (or install the goods where applicable) by instalments of such quantities and at such intervals it may decide and any express provision as to instalments in the contract shall be in addition to and not in derogation of this right.
2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice, these conditions or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.	8.7 No claims for damage or shortages will be considered unless the Seller is advised in writing within 7 days of delivery (and installation where applicable) in the absence of such advice the Buyer will be deemed to have accepted the goods (and installation of them where applicable). No claim for non-delivery (or non-installation where applicable) will be considered unless the Seller is advised in writing within 21 days of the agreed date of delivery or installation (as the case may be). Any claim for damage, shortages (or non-delivery or non-installation where applicable) shall also be notified to the carriers (if any) by the Buyer in the manner and within the appropriate time limit prescribed by the carriers terms and conditions.
<b>3. GENERAL</b>	8.8 In the event of failure by the Buyer to give the appropriate notices as specified in clause 8.7 the Buyers claim will be deemed to have been waived and will be absolutely barred.
These conditions shall be deemed to be incorporated in the Contract and in the case of any inconsistency with any order, letter or form of Contract sent by the Buyer to the Seller or any other communication between the Buyer and Seller whatever may be their respective dates. The provisions of these conditions shall prevail unless otherwise by the Seller in writing. Any concession made by the Seller to the Buyer shall not effect the strict rights under the contract.	<b>9. RETURNS</b>
<b>4. QUOTATIONS</b>	Goods supplied in accordance with the contract cannot be returned without the Sellers prior written consent.
4.1 Any quotations is given by the Seller on the basis that no contract will come existence until the Seller despatches an order acknowledgement to the Buyer.	<b>10.1 RISK AND PROPERTY</b>
4.2 Any quotation is valid for a period of 60 days from its date provided that the Seller has not previously withdrawn it.	10.1 Risk or damage to or loss of the goods shall pass to the Buyer:
<b>5. ORDERS</b>	10.1.1 in the case of goods to be collected from the Sellers premises at the time when the Seller notifies the Buyer that the goods are available for collection, or
5.1 No order submitted by the buyer shall be deemed to be accepted by the Seller unless and until the Seller despatches an order acknowledgement or it is otherwise confirmed in writing by a director of the Seller.	10.1.2 in the case of goods to be delivered (and installed where applicable) to the Buyer at the time of actual delivery, or
5.2 The buyer shall be responsible to the Seller for ensuring the accuracy of the details of any order (including any applicable specifications) submitted by the Buyer and agrees that he has satisfied himself that the order matches his requirements and that it is fit for and/or adequate for his purpose and that he shall give the Seller any information required of the goods within sufficient time to enable the Seller to perform the Contract The Sellers knowledge of the Buyers requirements shall be limited to the details set out in the order.	10.1.3 if the Buyer fails to take delivery of the goods (and/or fails to allow installation where applicable) the time when the Seller has tendered delivery of the goods.
5.3 The quantity, quality and description of and any specification for the Goods shall be as set out in the Sellers quotation (if accepted by the Buyer) or the buyer's order (if accepted by the Seller).	10.2 Notwithstanding delivery (and installation where applicable) and the passing of risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full if the price and all other amounts payable together with any interest for which payment is then due.
5.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the prior agreement in writing of a director of the Seller and in terms that the Buyer shall indemnify the Seller in full and pay the Seller forthwith upon written demand being made all losses (including loss of profit), costs, including the cost of all labour and materials used, damages, charges and expenses incurred by the Seller as a result of cancellation.	10.3 Until such time as the property in the goods passes to the Buyer, the Buyer shall hold the goods as the Sellers fiduciary agent and bailee and shall keep the goods separate from those of the Buyer and third parties and property stored, protected and insured and identified as the Sellers property. Until that time the Buyer shall be entitled to resell or use the goods in the ordinary course of its business but shall account to the Seller for the proceeds of sale or otherwise of the goods whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and in the case of tangible proceeds, properly stored, protected and insured.
5.5 The Seller reserves the right to refuse an order submitted by the Buyer, to delay execution thereof, or to request payment in part or in full prior to the execution thereof or to cancel any contract entered into with the Buyer prior to commencement of delivery to the Buyer (and installation where applicable) if the Sellers normal enquiries indicate that the buyers credit may not be sufficient to meet the needs of the contract. The Buyer will if requested by the Seller take all reasonable steps to satisfy the Seller prior to execution of the Contract as to its creditworthiness such as the provision of trade and bank references or of a guarantee of payment by a third party acceptable to the Seller.	10.4 Until such time as the property in the goods passes to the Buyer (and provided the goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the goods to the Seller and if the goods have been installed require the Buyer to pay the costs of removing the goods including the costs of replacing any items damaged as a result of removal 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 and repossess the goods.
<b>6. PRICE OF THE GOODS AND INSTALLATION WORKS (when applicable)</b>	10.5 The Buyer shall not be entitled to pledge or in anyway charge by any of security for any indebtedness any of the goods which remain the property of the Seller but of the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
6.1 The price shall be the Sellers quoted price at the date acceptance of the order by the Seller. All prices quoted are valid for 60 days or until earlier acceptance by the Buyer after which time they may be altered by the Seller without giving notice to the Buyer.	<b>11. WARRANTIES AND LIABILITY</b>
6.2 Unless the Contract specifies installation works and except as otherwise stated under the terms of any quotation of the Seller or unless otherwise agreed in writing between the Buyer and the Seller all prices are given by the Seller or on an ex works basis.	11.1 The contract shall not constitute a sale or supply by description or sample.
6.3 Unless expressly stated otherwise the price is exclusive of any applicable value added tax payable on the goods, which the Buyer shall additionally liable to pay to the Seller at the rate and in the manner prescribed by law time to time.	11.2 Save as provided in these conditions the Seller (or installer where applicable) will be under no liability under the contract for any personal injury, death, loss or damage of any whatsoever other than death or personal injury resulting from the Sellers (or installers where applicable) negligence whether consequential or otherwise including but not limited to loss of profits and the Seller hereby excludes all conditions, warranties and stipulations expressed or implied statutory customary or otherwise which but for such exclusion would or might subsist in favour of the Buyer except that such exclusion would not apply to any implied condition that the Seller was or will have the right to sell the goods when the property is to pass.
6.4 The Buyer agrees to pay for any loss sustained or any incurred by the Seller through the Buyers instructions otherwise than contained in the Contract or lack of instructions or through failure of delay in taking delivery or through any act or default on the part of the Buyer, its servants, agents or employees.	
6.5 If the Seller (or installer where applicable) is unable to gain access to the site or otherwise through default of the Buyer or the acts or omissions of the Buyer its servants or agents or any third party not under the Sellers direct control any additional cost sustained thereof shall be invoiced by the Seller to the Buyer and paid by the Buyer in accordance with the terms if clause 7 herein and the Seller shall be entitled to such additional as may be necessary to complete the contract.	

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11.3	In no circumstances will the Seller (or installer where applicable) or its employees agents or sub contractors be liable for any loss or damage of any kind whatsoever (other than death or personal injury resulting from the Sellers (or installers where applicable) negligence whether consequential or otherwise caused directly or indirectly by any negligence or other tortious act or breach of statutory duty on the part of the Seller (or installer where applicable) or on the part of any of its employees, agents or subcontractors in connection with or arising out of the manufacture, supply or installation of the goods or in connection with any statement given or made (or advice not given or made) by or on behalf of the Seller.	The Buyer shall remain liable for the performance of all its obligations hereunder including (but without limitation) payment of all charges notwithstanding that it is not or ceases to be the owner of the goods whether before or after processing.
11.4.1	Subject to the conditions set out in the clause 11.5 the Seller warrants that the goods will correspond with their specification as set out in the Sellers quotation or the Buyers order as accepted as referred to in clause 2.1 hereof at the time of delivery (and installation where appropriate).	<b>14. TERMINATION</b>
11.4.2	During the period of 12 months from the date of completion of commissioning of the goods as evidenced by the issue of the final invoice by the Seller to the Buyer the Seller will in its sole discretion, repair and replace at its cost any part of the goods which is in its opinion defective.	14.1 The contract will terminate immediately upon the happening of anyone or more of the following, namely that the Buyer has had a bankruptcy order made against him or has made an arrangement or composition with his creditors or otherwise taken the benefit of any Act for the time being in force for the relief of insolvent debtors or (being a body corporate) has had convened a meeting of creditors (whether formal or informal) or has entered into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation or has a receiver appointed of its undertaking or any part thereof or a resolution has been 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 have been commenced relating to the insolvency or possible insolvency of the Buyer.
11.5	The warranties set out in clause 11.4 are given by the Seller subject to the following conditions:	14.2 The contract will terminate immediately upon service of written notice of termination by the Seller on the Buyer in the happening of any one or more of the following, namely that the Buyer has suffered or allowed any execution either legal or equitable to be levied on his/its property or obtained against him/it or has failed to observe or perform any of its obligations or duties under the contract or any contract between the Seller and the Buyer or is unable to par debts within the meaning of section 12.3 of the insolvency Act 1986 of the Buyer has ceased to trade.
11.5.1	The Seller (or installer where applicable) shall be under no liability in respect of any defect of the goods arising from any drawing, design or specification (inclusion installation specifications where provided) supplied by the Buyer.	14.3 The Seller rights contained in clause 10 (but not the Buyers rights) shall continue beyond the discharge of the parties primary obligations under the contract consequent upon its termination.
11.5.2	The Seller (or installer where applicable) 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 instructions or technical manual (whether oral or in writing) misuse or alteration or repair of the goods without the Sellers approval.	14.4 Save as otherwise provided herein the contract may not be determined or cancelled except by agreement in writing of both parties and upon the payment to the Seller for such amounts as may be necessary to indemnify the company against all loss resulting therefrom.
	The Seller (or installer where applicable) shall be under no liability under the above warranties (or any other warranty, condition or guarantee) if the price has not been paid by the due date for payment.	14.5 The termination of the contract howsoever arising will be without prejudice to the rights and duties of either party accrued prior to the termination.
11.5.4	The above warranties do not extend to the parts, 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.	<b>15. EXPORT TERMS</b>
11.5.5	The Seller shall be under no liability under the above warranty in respect of any defect in the goods due to or arising out of the acts, omission, negligence or default of the Buyer or his servants or agents in particular but without limitation any failure by the Buyer to comply with any recommendations of the Seller as to storage and handling of the goods.	15.1 Where the goods are supplied for export from the United Kingdom the provisions of this clause 15 shall (subject to any special terms agreed in writing between the Buyer and Seller) apply notwithstanding any other provision of these conditions.
11.6	Any claim by the Buyer which is based on any defects in the quantity or condition of the goods or their failure to correspond with the specifications shall (whether or not delivery (and installation where applicable) is refused by the Buyer and whether or not the defect or failure was apparent on reasonable inspection) be notified to the seller as soon as the defect becomes apparent to the Buyer and in any event within 24 hours of the defect becoming apparent to the Buyer (or within 24 hours if the time when the defect should have become apparent to the Buyer is earlier) providing that the defect became apparent within the period specified in clause 11.4.2 if the delivery (or installation where applicable) is not refused and the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the goods (and/or the installation where applicable) 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 (and installed where applicable) in accordance with the contract.	15.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the goods in the country or destination and for the payment of any duties thereon.
11.7	Where any valid claim in respect of any of the goods which is based on any defect in the quality or condition of the goods (or their installation where applicable) or their failure to comply with the specification set out in the Sellers (or installers where applicable) quotation or the Buyers order (as applicable by reference to clause 2.1) is notified to the Seller in accordance with these conditions. The Seller shall be entitled to replace the goods (or the part in question) and/or reinstall the goods where applicable free of charge or at the Sellers sole discretion, refund to the Buyer the price of the goods (and/or costs of installation where applicable) (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer.	15.3 The Buyer shall satisfy itself that the goods do and the Seller shall accept no liability in the event that the goods do not conform with the laws and regulations of the country to which they are being exported.
11.8	The Seller (or installer where applicable) shall not be liable to the buyer or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of the Sellers (or installers where applicable) obligations in relation to the goods (and/or installation where applicable). If the delay of failure was due to any cause beyond the Sellers (or installers where applicable) reasonable control without prejudice to the generality of the foregoing. The following shall be regarded as causes beyond the Sellers reasonable control.	15.4 Unless otherwise agreed in writing between the Buyer and the Seller the goods shall be delivered FOB to the airport or seaport of shipment and the Seller shall be under no obligation to give notice under section 32(2) of the sale of goods Act 1979.
11.8.1	act of god, explosion, flood, tempest, fire or accident.	<b>16. REPRESENTATIONS</b>
11.8.2	war or threat, sabotage, insurrection, civil disturbance or requisition.	This is the entire agreement made between the parties on respect of the subject matter hereof. No date, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement, communication or made verbally by any of the agents or employees of the Seller shall form part of this contract.
11.8.3	acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of governmental, parliamentary or local authority.	<b>17. ADDITIONAL TERMS AND CONDITIONS (where the contract provides for installation works)</b>
11.8.4	import or export regulations or embargoes.	17.1 The following conditions shall apply in addition to the preceding conditions where the contract provides for installation works.
11.8.5	strikes, lock outs or other industrial action or trade disputes (whether involving employees of the Seller or of a third party).	17.1.1 It shall be sole responsibility of the Buyer to ensure that the floors and foundations upon which the installation of the goods is to be carried out are suitably surfaced (and comply with any tolerances required by the installer) and are of adequate strength to support the installation works and the maximum loads to be imposed on the installation works.
11.8.6	difficulties in obtaining raw materials, labour, fuel parts or machinery.	17.1.2 The Buyer shall at his own cost and proper to the date for commencement of the installation works prepare the floors or surfaces on which the installation works are to be installed in accordance with any requirements given to then by the installer. In the event that the Buyer fails to comply with his obligations under this clause on discovery the installer may at its discretion refuse to commence or continue with the installation works until such time as the failure has been rectified. Without prejudice to any other remedy that the Seller (or installer where applicable) may have herein or otherwise any additional costs or expenses which the Seller (or installer where applicable) may reasonably incur due to such floors or surfaces not being in accordance with any requirements given by them to the Buyer shall be invoiced by the Seller (or installer where applicable) to the Buyer and paid by the Buyer in accordance with the terms and clause 7 herein. Notwithstanding anything contained herein or otherwise to the contrary neither the Seller nor the installer shall have any responsibility for the proper working order of the goods if the floors and surfaces on which the works are installed are not in accordance with requirements given to the Buyer by the installer.
11.8.7	power failure or breakdown in machinery.	17.1.3 Neither the Seller nor the installer will take or be responsible for any installation works which involve alterations to the structure (including the floors) or the foundation of any building on the site unless included in the specification or otherwise agreed between the Seller and the Buyer.
11.8.8	severe weather conditions.	17.2.1 To ensure the safety custody of and to minimise deterioration and the installers plant and equipment whilst on site the Buyer will at his expense protect the same by the provision of covered and secure waterproof storage accommodation.
11.9	For the avoidance of doubt the maximum liability of the supplier for any loss or damage of whatever nature shall be limited to and in no circumstances shall exceed the price.	17.2.2 If for any reason beyond the control of the Seller (or installer where applicable) the carrying out of the installation work is suspended or delayed or hindered. The Seller reserves the right to claim an interim payment or payments on account of the total price and may render an item invoice or invoices accordingly. Any payment scheme previously agreed between the Buyer and the Seller or installer shall be amended accordingly.
<b>12. SPECIFICATION AND DESIGN</b>	Where the goods are manufactured in accordance with information or drawings supplied by the Buyer or to his design or specification or where standard goods of the Seller are altered in accordance with the Buyers instructions.	17.2.3 The Buyer will immediately prior to the date for the commencement of the installation works ensure that the site for the installation works is fit for the purposes for which the goods are being installed and is cleared and free from obstruction and that electrical services of the required voltage are at hand and functioning and comply with current legislation and the Buyer will further ensure (unless the parties otherwise agree in writing) that the Seller (or installer where applicable) is enabled to carry out the installation on works as an uninterrupted operation to be completed during the Sellers (or installers where applicable) normal.
12.1	No guarantee or warranty is given by the Seller as to the practicability, efficiency, safety or otherwise of the goods (this being without prejudice to any other of these conditions).	17.3 The Buyer at its own expense shall be responsible (other for statutory obligations placed solely on the Seller) for obtaining all consents permissions easements and licenses necessary for the carrying out of the works in accordance with the terms hereof and for conforming with all Statutes Orders Regulations and Bye-laws made hereunder applicable at any time to the works and shall indemnify and keep indemnified the seller (or installer where applicable) against all actions proceedings, costs, charges, claims or demands arising out of or in connection with any breach of this clause. The Seller (or installer where applicable) shall (so far as it is reasonably able) provide such information with respect to the works as the Buyer may request in respect of any application for such consent permission easement or licence as aforesaid.
12.2	The Buyer will indemnify and keep the Seller indemnified against all liability incurred by the Seller as a result of:	17.4 Notwithstanding clause 10 herein it shall be the Buyers sole responsibility to ensure and protect the goods against any loss deterioration or damage of any kind from the time of the completion of the installation works.
12.2.1	such goods infringing any intellectual property right including without prejudice to the generality of the foregoing patents registered designs and copyrights or the provision of any statute, statutory instrument or regulation.	<b>18. GENERAL</b>
12.2.2	any impracticability, inefficiency or lack of safety or other defect in the goods where such defect is due (whether in whole or in part) to faults or omissions in such information, drawings, design, specification or instructions.	18.1 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 principle place of business or such other address as may at the relevant time have been notified pursuant to this clause to the party giving the notice and shall be deemed to have been given on the next working day following despatch in the case of notices sent by telex or facsimile or 3 days after posting in the case of postal service.
12.3	No variation in the specification of any goods which in the reasonable opinion of the Seller does not effect the suitability of the goods for the purpose for which they are supplied by the Seller will constitute a breach of contract or impose upon the Seller any liability whatsoever.	18.2 No waiver by the Seller of any breach of the contact by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
12.4	The Seller will be under no liability whatsoever to the Buyer in respect of any loss damage or claim incurred by or made against the Buyer should any goods supplied by the Seller infringe any intellectual property right including without prejudice to the generality of the foregoing patents registered designs and copyright or the provisions of any statute instrument or regulation.	18.3 If any provision of the conditions is held by any or tribunal to be invalid or unenforceable in whole or in part of the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.
12.5	Unless otherwise agreed in writing all patterns, drawings tools or other similar items produced or other property (whether intellectual property or not) owned or created by the Seller will remain the property of the Seller and must not be used or copied by the Buyer.	18.4 Any dispute arising under or in connection with these conditions or the sale of the goods shall be referred to arbitration by a single arbitrator appointed by agreement or (on default) nominated on application of either party by the President for the time being of the institute of arbitrators.
12.6	Where it is agreed that ownership in any data patterns, drawings, tools or other similar items is to pass to the Buyer property shall only pass when such items have been paid for by the Buyer in full.	18.5 The formation, interpretation and operation of the contract will be subject to English Law and the Buyer submits himself to the non-exclusive jurisdiction of the English courts.
12.7	It is a condition of sale that no nameplate or transfer affixed by the Seller to the goods shall be removed or covered up without the prior written consent of the Seller.	18.6 Any provision of term hereof which is or is declared void or unenforceable in whole or in part by any competent authority or court shall to the extent of such invalidity or unenforceability be deemed severable and this agreement shall continue to be valid as to the other provisions hereof and the remainder of the affected provision.
<b>13. LIEN</b>		
13.1	All goods in the custody or control of the Seller are subject to a lien upon them for the general balance of account for the time being owing by the Buyer or by any of its subsidiary or associated companies (as defined by section 736 of the companies act 1985) to the Seller or to any of its subsidiary or associated companies of any kind whatsoever and in respect of any matter whatsoever whether or not any of the said subsidiary and associated companies is a party to the contract and all or any of the said goods may be sold by the Seller in its absolute discretion as to the quantity and price without being in anyway whatsoever liable to the Buyer in respect of such sale. If the amount due to not paid within 14 days of the notice being given to the Buyer stating the intention to sell then the proceeds of the sale shall be credited against such balance of account.	
13.2	The Seller shall have the right to sell such goods notwithstanding the same are the subject of any intellectual property rights including (but without limitation) any patterns, copyright, registered designs, trademark or trade name protection or incorporate any design or trademark whether registered or unregistered.	