

**STANDARD CONDITIONS OF SALE (V09)**  
**METAL TECHNOLOGY LIMITED**

**1 Interpretation**

- 1.1 In these Conditions the following words and expressions shall have the following meanings:
- 1.1.1 **"BUYER"** means the person, body, firm or company who purchases the Goods from the Seller;
- 1.1.2 **"GOODS"** means any goods (including any instalment of the goods or any part(s) of them) agreed in the Contract to be supplied to the Buyer by the Seller (and **"GOOD"** shall be construed accordingly);
- 1.1.3 **"SELLER"** means Metal Technology Limited, whose registered office is situated at Steeple Road Industrial Estate, Steeple Road, Antrim, Co Antrim, Northern Ireland, BT41 1AB;
- 1.1.4 **"CONDITIONS"** means the conditions set out in this Standard Conditions of Sale document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller in accordance with Condition 2.2 hereof;
- 1.1.5 **"CONTRACT"** means any contract made from time to time in accordance with Condition 3.1 between the Buyer and Seller for the sale and purchase of the Goods, incorporating these Conditions;
- 1.1.6 **"WRITING"** or **"WRITTEN"** includes post, fax and email, provided that notice of termination of the Contract or service of proceedings or other documents in any legal action may not be given by email.

**2 Basis of the Sale**

- 2.1 Subject to any variation under Condition 2.2, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract as a result of such document being referred to in the Contract or any other reason.
- 2.2 No variation to these Conditions shall be binding unless agreed in Writing between the Buyer or its authorised representatives specified in the Buyer's Application for Credit Account document and a director of the Seller.
- 2.3 The Seller's 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. Nothing in this Condition shall exclude or limit the Seller's liability for fraudulent misrepresentation.
- 2.4 Any advice or recommendations given by the Seller or its employees or agents as to the 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 Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

**3 Orders and Specifications**

- 3.1 Each order or acceptance of a quotation for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions. No order or quotation acceptance submitted by the Buyer shall be deemed to be accepted by the Seller until a Written acknowledgement of order is issued by the Seller or (if earlier) the Seller carries out any act consistent with fulfilling the Contract, at which point the Contract shall come into existence.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy and completeness of the terms of any order (including any applicable specification) submitted by the Buyer and for giving to the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with these Conditions.
- 3.3 The quantity, quality and description of, and any specification for, the Goods shall be those set out in the Seller's quotation or acknowledgement of order. All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.
- 3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses (including legal fees) awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any third party which results from the Seller's use of the Buyer's specification.
- 3.5 Unless otherwise agreed, polyester powder coating application will be in accordance with BSEN 12206-1:2004.
- 3.6 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or where the Goods are to be supplied to the Seller's specification which do not materially affect their quality or performance.
- 3.7 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including but not limited to loss of profit), costs (including but not limited to the cost of all labour and materials used and administrative and resale costs), damages, charges and expenses incurred by the Seller as a result of such cancellation. No order for non-stock item(s) which has been accepted by the Seller can be cancelled by

the Buyer after processing of the non-stock item(s) has begun or the Seller has ordered such non-stock items from a third party.

- 3.8 Any quotation is given on the basis that no Contract shall come into existence until the Seller despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Seller has not previously withdrawn it.

**4 Price of Goods**

- 4.1 Unless otherwise agreed by the Seller in Writing, the price of the Goods shall be the Seller's quoted price or where no price has been quoted (or quoted price is no longer valid) the price listed in the Seller's published price list current at the date of the order acceptance issued by the Seller.
- 4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller, including but not limited to, significant increases in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller and unless otherwise agreed in Writing between the Buyer and the Seller, all prices given by the Seller relate only to the price of the Goods and do not include delivery charges. The Buyer shall be liable to pay the Seller charges for transport, packaging, carriage and insurance in addition to the price of the Goods. All Contracts below a value of £1,000/€1,500 (net of VAT) will have a £40/€50 carriage charge levied (depending on account currency). Special overnight transportation will be calculated on a weight basis and can be advised after an order is placed.
- 4.4 The price of the Goods (unless otherwise stated) is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay to the Seller.
- 4.5 All prices quoted are quoted in pounds sterling and the Seller reserves the right to revise any quotation in accordance with applicable Bank of England currency exchange rates in force on the date of delivery of the Goods.

**5 Terms of Payment**

- 5.1 Subject to any special terms agreed in Writing between the Buyer and Seller, the Seller shall invoice the Buyer for the price of the Goods and any additional charges specified in Condition 4 on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods in which event the Seller shall be entitled to invoice the Buyer for the price of the Goods 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 attempted to make delivery of the Goods.
- 5.2 Notwithstanding any dispute which the Buyer may have with the Seller in relation to the Goods or otherwise, the Buyer shall settle all invoices in respect of the Goods without deduction within 30 days of the end of the month in which the invoice was issued, notwithstanding that the property in the Goods has not passed to the Buyer. The Buyer shall not be entitled to set-off, counterclaim, abate or deduct any amount payable under the Contract to the Seller against any monies payable by the Seller to the Buyer unless the Buyer has a valid court order to that effect. The time for payment of the price of the Goods shall be of the essence of the Contract.
- 5.3 No payment shall be deemed to have been received until the Seller has received cleared funds.
- 5.4 If the Buyer fails to make any payment in full or to provide any letter of credit, bill of exchange or form of security required by the Seller under the Contract on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 5.4.1 cancel the Contract and/or suspend any further deliveries to the Buyer; and
- 5.4.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit notwithstanding any purported appropriation by the Buyer; and
- 5.4.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 4 percent per annum above the First Trust Bank Northern Ireland base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 5.5 All payments payable to the Seller under the Contract shall become due immediately on its termination or if any event listed in Condition 7.5 occurs, despite any other provision.

**6 Delivery**

- 6.1 Unless otherwise agreed in Writing by the Seller, the Seller (or its appointed carrier) will deliver the Goods to the Buyer's place of business.
- 6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.3 Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to deliver up to 10 percent more or 10 percent less than the quantity ordered without any adjustment in the price and the quantity delivered shall be agreed to be the quantity ordered.
- 6.4 The quantity of any consignment of Goods as recorded by the Seller on despatch from the Seller's place of business shall be conclusive evidence

- of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 6.5** The Seller shall not be liable for any non-delivery of Goods (even if caused by the Seller's negligence) unless the Buyer gives written notice to the Seller of the non-delivery within 5 days of the date when the Goods would in the ordinary course of events have been received.
- 6.6** Any liability of the Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
- 6.7** If for any reason the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery then without prejudice to any other right or remedy available to the Seller:
- 6.7.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Seller's negligence);
- 6.7.2 the Goods shall be deemed to have been delivered; and
- 6.7.3 the Seller may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage.
- 6.8** If the Buyer elects to collect the Goods:
- 6.8.1 the Buyer (or its appointed carrier) shall take delivery of the Goods during business hours of the Seller within 7 days of the Seller giving it notice that the Goods are ready for collection from the address specified by the Seller; and
- 6.8.2 delivery to the Buyer shall be deemed to have taken place when the Goods (or any part of them) are first in the possession or control of the Buyer or its appointed carrier.
- 7 Risk and Property**
- 7.1** Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery, which shall mean: in the event that the Goods are delivered to the Buyer, the point at which unloading commences; or in the event that the Goods are made available for collection by the Buyer (or its appointed carrier), the point at which the Goods (or any part of them) are first in the possession or control of the Buyer or its appointed carrier.
- 7.2** Notwithstanding delivery and the passing of risk in the Goods, ownership of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of all sums due to the Seller on any account whatsoever.
- 7.3** Where the Goods are in the possession or control of the Buyer, until ownership of the Goods has passed to the Buyer, the Buyer shall:
- 7.3.1 hold the Goods on a fiduciary basis as the Seller's bailee;
- 7.3.2 store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
- 7.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 7.3.4 maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.
- 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 Seller'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 possession of 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 statutory provision 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 documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in the Insolvency (Northern Ireland) Order 1989), 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, for fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of the Insolvency (Northern Ireland) Order 1989 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 Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premise where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 7.7** Where the Seller is unable to determine whether any goods are the Goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all Goods of the kind sold by the Seller to the Buyer in the order in which they were invoiced to the Buyer.
- 7.8** On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this Condition 7 shall remain in effect.
- 8 Statutory Liability**
- Nothing in these Conditions shall be interpreted as excluding or restricting any legal liability of the Seller for death or personal injury resulting from the negligence of the Seller, its employees, agents or sub-contractors or restricting any of the Seller's legal obligations arising under Section 12 of the Sale of

Goods Act 1979, or under the Consumer Protection (Northern Ireland) Order 1987.

**9 Warranties**

- 9.1** Subject to Condition 15.1, the Seller warrants the Goods against defects in design, materials and workmanship for a period of 12 months from the date of delivery (determined by reference to Condition 6) (the "**Warranty Period**").
- 9.2** If the Goods do not comply with the warranty in Condition 9.1, the Seller shall, at its option, repair, replace on an exchange basis or refund the price paid for the Goods (or parts thereof) which are delivered with or develop defects in design, materials and workmanship under normal and proper use within the Warranty Period.
- 9.3** In the event of the Buyer becoming aware of a defect in the Goods during the Warranty Period the Buyer shall promptly supply the Seller in Writing within the Warranty Period with particulars of such defect and provide the Seller with all necessary access and facilities and all information and particulars required to enable the Seller to ascertain or verify the nature and cause of the defect claimed and to carry out its warranty obligations.
- 9.4** The Seller shall be entitled to require the Buyer by notice in Writing to cease forthwith the operation of any of the Goods including but not limited to their incorporation into other products in respect of which any defect has been notified to the Seller and if the Buyer fails to comply with such requirement, the Seller shall have no liability to the Buyer (either under the warranty in Condition 9.1 or otherwise) in relation to such Goods. Where for any reason no such notice has been given by the Seller, the Seller shall not be liable for any damages or losses whatsoever suffered by the Buyer to the extent that it is caused by the continued operation of the Goods after a defect became apparent to the Buyer.
- 9.5** The Seller shall be under no obligation whatsoever to repair, replace or make good any loss or damage or defect which results from accident, abnormal conditions of storage or use, or any act, neglect or default of the Buyer or any third party or any failure by the Buyer or any third party to follow or comply fully with any advice, guidance or directions set out in the Seller's technical manuals for the Goods.
- 9.6** Where the defective Goods are replaced, the provisions of this Condition shall apply to the replacement Goods for the unexpired balance of the Warranty Period.
- 9.7** The Buyer shall not return any of the Goods to the Seller without the Seller's consent in Writing and the Seller shall not be under any liability whatsoever for the Goods returned by the Buyer without such consent.
- 9.8** The Seller shall not be liable for a breach of the warranty in Condition 9.1 if:
- 9.8.1 the defect arises because the Buyer failed to follow the Seller'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; or
- 9.8.2 the buyer alters or repairs such Goods without the written consent of the Seller.
- 9.9** If the Seller complies with Condition 9.2 it shall have no further liability for a breach of the warranty in Condition 9.1 in respect of such Goods.
- 9.10** Where the Seller is not the manufacturer of the Goods, the Seller shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller.

**10 Limitations of Damage**

- 10.1** Save as provided in Condition 9, no warranty or representation is given by the Seller as to the quality of the Goods and all conditions and warranties (including any conditions as to quality and fitness for any particular purpose) whether express or implied by statute, common law or otherwise are excluded other than the statutory implied conditions as to title (although where the Buyer deals as a consumer it is hereby expressly declared that this Condition shall not operate to exclude the statutory implied conditions as to quality and fitness for purpose which shall remain unaffected).
- 10.2** The Seller shall have no liability for any indirect, special or consequential losses or expenses suffered by the Buyer, however caused including but not limited to loss of anticipated profits, goodwill, reputation business receipts or contracts or losses or expenses resulting from third party claims.
- 10.3** The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.
- 10.4** Nothing in these Conditions excludes or limits the liability of the Seller;
- 10.4.1 for death or personal injury caused by the Seller's negligence;
- 10.4.2 under section 2(3) Consumer Protection Act 1987;
- 10.4.3 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
- 10.4.4 for fraud or fraudulent misrepresentation.
- 10.5** Subject to the remainder of this Condition 10, the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Good in connection with which the liability arose.

**11 Returns**

- 11.1** All returns must be authorised in advance in Writing by the Seller.
- 11.2** It is the Seller's standard procedure to initially invoice replacement material. A representative of the Seller or its supplier will inspect the Goods to determine the value of credit applicable. If material is subsequently scrapped at Buyer's premises the credit value will be reduced by the Seller's current scrap value.
- 11.3** Returns will only be accepted if the Goods are re-sellable and will incur a 15% handling charge and carriage (if not covered by 11.2 above).

**12 Intellectual Property**

- 12.1** The Buyer undertakes to defend the Seller from and against any claim or action that the manufacture and/or sale of Goods according to the Buyer's specification infringes the copyright, design rights or other intellectual property rights of a third party ("**Infringement Claim**") and shall fully indemnify the Seller against any losses, damages, costs (including all legal

- fees) and expenses incurred by or awarded against the Seller as a result of or in connection with such Infringement Claim.
- 12.2** The Buyer hereby acknowledges and agrees that the copyright, design rights and all other intellectual property rights in the Goods (subject to Condition 12.1) belong to the Seller and/or its licensors.
- 13 Force Majeure**
- 13.1** The Seller shall have no liability in respect of any failure or delay in fulfilling any of the Seller's obligations to the extent that performance has been prevented, frustrated, impeded and / or delayed or rendered uneconomic as a consequence of any circumstance or event beyond the Seller's reasonable control including but not limited to the following:
- 13.1.1** compliance with any order, regulation, request or control of any national or local authority, government department or other competent authority of any country whether or not legally enforceable; or
- 13.1.2** any delays in or cancellations of deliveries or provisions of services by third parties or shortages of the Goods, materials or parts or raw materials thereof or any delay or failure by the Seller's sub-contractors; or
- 13.1.3** any strikes, lock-outs or trade disputes whether involving Seller's employees or others, fire, explosion, accident, break-down of plant or machinery, calamity or civil disturbance, action of elements, national calamity, war, riot, or Act of God; or
- 13.1.4** failure in whole or in part of any power or energy supply.
- 13.2** The Seller shall use reasonable endeavours to overcome difficulties arising in connection therewith but in the event of shortages of the Goods or of available resources for their production, storage or delivery arising from any of the events or circumstances referred to in Condition 13.1 the Seller reserves the right to allocate as it may think fit the Goods available and resources between customers with whom it has contractual obligations in respect thereof and shall not be obliged to purchase the Goods from third parties to make good such shortages.
- 13.3** In the event of any deliveries by the Seller being delayed on account of any of the foregoing any agreed period for delivery shall be correspondingly extended provided that if the deliveries are delayed for six months or such other period after the Contract date as is reasonable in the circumstances taking into account the cause of delay but in any event not more than 9 months the Seller may at its option exercisable by notice in Writing to the Buyer, either terminate the Contract or elect not to deliver any undelivered Goods without liability in either case.
- 14 Insolvency of the Buyer**
- 14.1** Without prejudice to any other right to which it may be entitled, the Seller shall be entitled forthwith to terminate the Contract by notice in Writing to the Buyer in the event that:
- 14.1.1** the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 14.1.2** an encumbrancer takes possession, or a receiver or administrator is appointed, over any of the property or assets of the Buyer; or
- 14.1.3** the Buyer ceases or threatens to cease to carry on business; or
- 14.1.4** the Seller reasonably considers that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 14.2** If this Condition 14 shall apply then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid

for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

**15 Export Terms**

- 15.1** Without prejudice to any of the other provisions of these Conditions, in respect of any Contract for the sale of Goods where the Buyer's place of business is situated outside of the United Kingdom (the Channel Islands and the Isle of Man being treated for this purpose as inside the United Kingdom) or Republic of Ireland:
- 15.1.1** the Seller does not warrant or represent that the Goods comply with any regulations, statutory requirements or other standards applicable in territories outside the United Kingdom (the Channel Islands and the Isle of Man being treated for this purpose as inside the United Kingdom) and the Republic of Ireland;
- 15.1.2** the Buyer must ensure that the Goods are inspected by the Buyer or his appointed agent at the Seller's premises before the Goods are dispatched for delivery to the Buyer; and
- 15.1.3** payment shall be made in pounds sterling at the office of the Seller or the Seller's duly appointed agent (as appropriate) or alternatively (at the option of the Seller) by divisible irrevocable pounds sterling letter of credit confirmed by a Bank appointed by the Seller; and
- 15.1.4** the Buyer shall be solely responsible for ensuring that the Goods comply fully with any applicable local legislation.

**16 General**

- 16.1** Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 16.2** The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 16.3** In these Conditions where the context so requires words and references to persons in the singular shall include the plural and vice versa. References to the person in the masculine shall include the feminine and if more than one person, body, firm or company is comprised within the expression "the Buyer" all agreements thereto or thereby given and appointments made hereby shall be enforceable by or against them as the case may be jointly and severally and be deemed to take effect accordingly.
- 16.4** The rights of the Seller shall not be prejudiced or restricted by any indulgence or forbearance extended to the Buyer and no waiver of any breach shall operate as a waiver of any subsequent breach.
- 16.5** If any of these Conditions or any part is held to be invalid for any purpose it shall for that purpose be deemed to have been omitted but shall not prejudice the effectiveness of the remainder of these Conditions.
- 16.6** A notice or any other communication given in connection with the Contract is deemed to have been received:
- 16.6.1** if delivered personally, at the time of delivery;
- 16.6.2** in the case of fax, at the time of transmission;
- 16.6.3** in the case of pre-paid first class post or recorded delivery, on the second business day after posting; and
- 16.6.4** in the case of email, at the time of sending.
- 16.7** The Contract and these Conditions shall be governed in all respects by the law of Northern Ireland and the parties hereby submit to the exclusive jurisdiction of the Courts of Northern Ireland, provided that for the exclusive benefit of the Seller, the Seller retains the right to bring proceedings against the Buyer in any other location in which the Buyer has a place of business.