

MIDLAND TOOL AND DESIGN LIMITED
Terms and Conditions of Sale
("Conditions")

Definitions

a) In these Conditions:

"the Buyer" means the party with whom the Company is contracting which has agreed to purchase Goods or Services from the Company;
"the Company" means Midland Tool and Design Limited (Company No. 962501) the registered office of which is at Barnfield Road, Tipton, West Midlands, DY4 9DF;

"the Contract" means the contract based on these Conditions between the Company and the Buyer for the purchase of the Goods and/or the supply of the Services;
"Goods" means the goods which the Company contracts to supply to the Buyer
"Schedule Order" means an order from the Buyer accepted by the Supplier for Goods that provides for Goods to be delivered by way of instalments; and
"Services" means the services to be performed by the Supplier under the Contract, together with any other services which the Company provides, or agrees to provide, to the Buyer.

b) Headings are inserted for convenience only and shall not affect the meaning or construction of these Conditions.

Application

Every offer, tender, quotation, acceptance and contract for the sale of supply of Goods, including provision of the ancillary Services, or the performance of the Services, made by the Company is made subject to these Conditions.
All other terms and conditions proposed by the Buyer are expressly excluded.
No modification of these Conditions shall be effective unless reduced to writing and signed by a person duly authorised by the Company.
No binding contract shall be created by the acceptance of a quotation or offer made by the Company until notice of acceptance of the order in writing signed by a person duly authorised shall have been given by the Company to the Buyer.

Each order or acceptance of a quotation for Goods and Services by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions. The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
Acceptance of delivery of the Goods or performance of the Services shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

Prices

a) All prices quoted are based on the costs of the constituent element of manufacturing the Goods (including materials and utilities, wages and exchange rates) unless otherwise stated. If any specification or the requirement for Services or any such costs vary between that date and the date of delivery, the price of the Goods or the Services may be increased by the Company to provide for such variations without prior notice.

b) Unless otherwise stated, the prices quoted are exclusive of value added tax which will be charged at the rate and in the manner prescribed by law.
c) All prices are ex works unless otherwise stated. Packaging, loading, unloading, carriage by whatever method and insurance may, at the Company's option, be charged to the Buyer in addition.

d) The Buyer shall be entitled to charge at such rate as shall be fair and reasonable for all preliminary or development work relating to either the Goods or the Services which the Company carries out at the request of the Buyer.
e) A quotation is available for acceptance for thirty days from the date thereof and lapses, if not previously accepted, at the end of that time, provided that the Company has not withdrawn the quotation earlier.

f) The Company reserves the right, by giving notice to the Buyer at any time before the Delivery Date to increase the price of the Goods or the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of taxes, levies or duties, significant increase in the cost of labour, materials or other costs of manufacture), any change in delivery dates, acceptance of the Goods or change of the required Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give to the Company adequate information or instructions.

Quantity & Description

a) The price quoted is for the stated quantities only and not for materially lesser or greater quantities.
b) Where delivery of the Goods is to be made by the Company in bulk, the Company reserves the right to deliver up to 3% more or less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.

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

Schedule Orders

a) A Schedule Order shall constitute authority for the manufacture of the total Goods referred to in the Schedule Order when the Schedule Order has been accepted. The Buyer shall be obliged to take delivery of and pay for all Goods specified in the Schedule Order.

b) The Buyer shall take delivery of all Goods comprised in a Schedule Order within twelve months from the date when the Schedule Order was accepted by the Company.

c) Unless otherwise agreed, the minimal interval between the scheduled delivery dates and the minimum notice to change in delivery requirements shall be six weeks.

d) The Buyer shall at all times be liable to pay to the Company all costs and losses incurred by the Company in respect of Goods comprised in a Schedule Order including (but without limitation) those in respect of finished goods, work in progress, special material and manufacturing tools.

Invoicing and Payment

a) The Company will be entitled to invoice the Buyer on the date on which the Goods are made available to the Buyer or despatched or the Services are performed. If the Company agrees at the request of the Buyer to defer delivery of any Goods or suspends delivery of any Goods or delays performance of the Services, it will invoice the Buyer in accordance with the conditions 7(c). The Company will be entitled to invoice the Buyer for the Goods or the Services on the date on which they would otherwise have been due for despatch or performed.

b) Unless the Company notifies the Buyer otherwise payment is due, whether or not title to the Goods has passed to the Buyer, 30 days after the date of invoice.
c) Unless otherwise expressly agreed in writing by the Company payment in full without discount shall be made in Pounds Sterling.
d) Payment is made and received only at the time when cash is handed to a duly authorised representative of the Company who issues an official written receipt therefor or when any cheque or draft sent or delivered to the Company is cleared and/or the Company's bank account credited with the relevant amount, and not by any other means.

e) When specified by the Company, if Goods are for delivery outside the United Kingdom, the Buyer shall make payment by irrevocable letter of credit confirmed by a bank approved in writing by the Company against the usual documents. The Buyer shall reimburse to the Company any costs and expenses which are incurred by the Company in receiving payment by irrevocable letter of credit.
f) The Company shall charge interest at the rate of 8% above the base rate of HSBC Bank plc for the time being on all overdue accounts from the date due until the date of actual payment. The Company reserves the right to claim interest as prescribed by the Late Payment of Commercial Debts (Interest) Act 1998.

g) Failure to make payment on due date shall constitute a breach of contract and without prejudice to any other rights which it may have against the Buyer the Company may suspend all further deliveries of Goods or performance of the Services under all contracts then in existence between the Company and the Buyer until payment of all sums payable by the Buyer under that Contract and of all other sums then due and payable to the Company by the Buyer has been made in full and/or may terminate the Contract.
Time for payment is of the essence.
All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

Manufacturing Specifications

a) If manufacturing tolerances or type of finish or materials to be used are not clearly defined in any specification or drawing supplied by the Buyer, the Company will make such materials as the Company in its discretion deems appropriate.
b) Where specifications are to be supplied by the Buyer they must be supplied prior to the date the Contract is entered into, unless specifically agreed otherwise. Delay in the supply of such specifications will entitle the Company to defer delivery of the Goods by a period equivalent to the delay. The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

c) Where any additional or changed information is submitted to the Company by the Buyer, the Company reserves the right to increase prices to cover any costs (including overheads) incurred by the Company as a result of such alteration and/or to extend the delivery period.

d) Where Goods have been supplied or Services performed to the Buyer's specification or the Company has produced Goods to its own specification as the Buyer has not supplied any specification, the Company accepts no liability for any failure or defect in such Goods or Services and the Buyer shall indemnify the Company against all claims, actions, costs and proceedings, in respect of such Goods including claims that the specification or goods infringe(s) any patent, registered design, copyright or other industrial or intellectual property right of any third party. The Company gives no warranty as to the fitness for any particular purpose of Goods so supplied to the Buyer's own specification and accepts no liability for clerical or stenographical errors on any drawings or specification provided by the Buyer.

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

Delivery

a) Although the Company will make every effort to deliver on the agreed date, time for delivery is not of the essence of the Contract and delivery of the Goods or performance of the Services will be made in a reasonable time. Unless agreed and specified in writing when the Contract is entered into, any quoted delivery date or period is a business estimate only and is conditional on the Buyer, at the time of placing the order, providing the Company with such information concerning the Buyer's requirements as enables the Company to fulfil the order. The Company shall not be liable for any direct, indirect or consequential loss or damage whatsoever caused by delayed delivery of the Goods. Delay in delivery will not entitle the Buyer to rescind the Contract.

b) Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business.
c) The Buyer must notify the Company by the time of any delivery or loss or damage to Goods in transit immediately upon delivery of the Goods or of the invoice therefor (whichever is the earlier) and must confirm the same in writing within seventy two hours thereafter, the Buyer shall at the same time notify any carrier in writing of any such loss or damage and shall enter a note of the same on the carrier's receipt. If the Buyer fails to give notice as provided above and the Company is precluded from making recovery whether from any insurer or any other third party in respect of the loss or damage complained of, then the Buyer shall be liable through no such loss or damage had occurred.

d) If any carrier for any consignment of Goods receives an unqualified receipt therefor by or on behalf of the Buyer, the Company shall have no liability to the Buyer for loss of or damage in transit to such Goods or for misdelivery or non delivery thereof.
e) If Goods are to be delivered to the Buyer at any location other than the premises of the Company the Buyer will provide suitable access for delivery at such location with unrestricted entry to the premises of the Buyer for the purpose of making alternative journeys undertaken on the Buyer's instructions. No restriction on the type of vehicle to be used required by the Buyer will bind the Company unless agreed by it in writing.

f) If Goods are to be delivered to the Buyer at any location other than premises of the Company delivery shall be deemed to take place upon arrival of the vehicles transporting the Goods at that location and the Buyer shall be responsible for unloading the Goods. Personnel of the Company involved in such unloading shall be deemed to be under the control and direction of the Buyer. The Company shall have no liability for any act or omission of any such personnel done or failed to be done in the course of such unloading.
The Company may at its discretion deliver the Goods by instalments in any sequence.
If the Goods are delivered by instalments each instalment shall be deemed to be the subject of a separate contract and no default or failure by the Company in respect of any one or more instalments shall avoid the Contract in respect of Goods previously delivered or undelivered Goods. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing the same, or any failure to perform any of the Services, if the delay or failure was due to any cause beyond the Seller's reasonable control.

Failure to Take Delivery

a) If Goods manufactured to the Buyer's order are ready for delivery and the Buyer fails to take delivery at the time required by the Contract -
i) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
ii) the Goods shall be deemed to have been delivered;

iii) the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); and
iv) the Company shall be entitled to invoice for the Goods including such costs as are referred to at clause (iii) above forthwith.

If the Buyer fails to take delivery within thirty days of the date of the Goods being sent pursuant to the Contract or if the Buyer is deemed to have repudiated the Contract and without prejudice to any other right which it may have against the Buyer, the Company shall be entitled to resell the Goods.

c) The quantity of any consignment of Goods as recorded by the Company on despatch from the Company'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. The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 14 days of the date when the Goods would in the ordinary course of events have been received. Any liability of the Company 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.

Warranty Against Defects

a) The Company warrants that at the time when they leave the premises of the Company all Goods shall be free from defect in material and workmanship.
b) The Company warrants that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Contract.
c) The Company shall not be liable for a breach of the warranty in condition 10 (a) unless the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 2 days of the time when the Buyer discovers or ought to have discovered the defect and the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there. The Company's liability under the warranty in condition 10(a) shall be limited to making good without charge by repair of or, at the Company's discretion replacement of any Goods in respect of which notice of the defect is given to the Company within six months of the date of invoice and which are returned to the Company carriage paid within seven days of the Buyer first becoming aware of the defect. Thereafter, the Company shall have no further liability in connection with such matters.

d) The warranty contained in condition 10(a) above is given in lieu of any other warranty which shall be deemed to exist in all other warranties and conditions whether express or implied and whether arising by common law statute or otherwise other than that relating to title to the Goods.

e) The warranty contained in condition 10(a) above does not apply to and the Company accepts no responsibility for defects in Goods which have been tested in accordance with the Buyer's express contractual requirements and have satisfied such tests or which have been repaired modified or adjusted otherwise than by the Company or its agents.

f) The warranty contained on condition 10(a) does not apply to and the Company accepts no responsibility for:-

i) damage occurring in transit;
ii) Goods which have suffered or been subject to use otherwise than in accordance with the instructions or advice of the Company or undue wear and tear, accident, misuse, improper application, neglect or overloading or use after notice has been given to the Company pursuant to condition 10 (b); or
iii) consumable items.

g) The Buyer shall not rely upon any representation concerning any Goods supplied unless the same shall have been made by a person authorised by the Company in writing.

11. Retention of Title

a) The legal and equitable title to the Goods supplied under the Contract will not pass to the Buyer until the price for the Goods and all other goods and Services supplied by the Company has been paid in full and the Company has received cleared funds and until such payment the Buyer will hold the Goods in a fiduciary capacity as trustee for the Company.

b) Notwithstanding the provisions of condition 10(a) above, the Buyer shall be entitled to dispose of the Goods for the account of the Company (but so that any warranties, conditions or representations given or made by the Buyer to his customer shall not bind the Company which shall be indemnified by the Buyer in respect thereof) and to pass good title to the Goods to any customer which is a bona fide purchaser for value without notice of the Company's rights.

c) Where the Goods are resold by the Buyer and at the time of such resale the property in the Goods has not passed to the Buyer then the proceeds of such resale will be held by the Buyer in a fiduciary capacity on trust for the Company and the Buyer will account to the Company for the same to the extent necessary to pay the price for the Goods and the Company shall have the additional right to recover in the name of the Buyer (for which purpose the Company is hereby appointed the Buyer's attorney) any price payable to the Buyer by its customer but if it shall exercise such right the Company shall account to the Buyer for the balance of the amounts recovered after recouping all debts due to the Company from the Buyer and the costs of such recovery.

d) The Buyer shall so long as the Company is entitled to the property in the Goods store the Goods so that they are identifiable as the property of the Company.

e) Without prejudice to any of the Company's other rights (whether to damages or under the Contract or otherwise howsoever) the Company may at any time after the price for the Goods has become due and remains unpaid rescind the Contract and/or recover any Goods which are still the property of the Company. By entering into this Contract the Buyer authorises the Company's employees and agents to enter into any premises of the Buyer for that purpose.

f) Where the Company 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 Company to the Buyer in the order in which they were invoiced to the Buyer.

g) The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

h) The Buyer shall keep the Goods fully insured against all risks normally insured against throughout the period between the risk therein passing to the Buyer and the property therein ceasing to remain with the Company.

c) All items and materials which are the property of the Buyer or which are supplied by the Buyer to the Customer shall while in the possession of the Company or in transit to or from the Buyer be at the Buyer's risk, unless otherwise expressly agreed in writing by the Company.

12. Risk

The risk in the Goods shall pass to the Buyer under the Contract.

b) The Buyer shall keep the Goods fully insured against all risks normally insured against throughout the period between the risk therein passing to the Buyer and the property therein ceasing to remain with the Company.

c) All items and materials which are the property of the Buyer or which are supplied by the Buyer to the Customer shall while in the possession of the Company or in transit to or from the Buyer be at the Buyer's risk, unless otherwise expressly agreed in writing by the Company.

13. Company's Remedies

If

i) the Buyer shall make default in any material respect in its obligations to the Company, or

ii) any distress or execution shall be levied upon the Buyer's property or assets, or

iii) the Buyer shall make or offer any arrangement or composition with its creditors or

there shall be any other grounds upon which the Buyer shall become insolvent for the purposes of the Insolvency Act 1986 or any resolution or petition to wind up the Buyer or for the appointment of an administrator of the Buyer shall be passed or presented

the Buyer's right to possession of the Goods shall terminate and the Company (without prejudice to any other right to which it may be entitled) may suspend or terminate the Contract or any unfilled part thereof without prejudice to its existing rights there under, stop any goods in transit, recover from the Buyer's premises any goods which are the property of the Company and shall be entitled to claim against the Buyer for any loss or damage sustained as a result of such suspension or termination.

b) If items or materials supplied by the Buyer for working by the Company are defective the Buyer shall be liable to the Company for the cost of all work performed by the Company thereon including work to remedy such defects.

13. Limitation of Liability

All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

a) Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence; or under section 2(3), Consumer Protection Act 1987; or for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentation.

b) Subject to condition 13 (a) and condition 13(b), the Company'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 Contract price, and

c) the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

d) If items or materials are supplied by the Buyer to the Customer for work to be performed on them or for incorporating with any Goods to be supplied by the Company to the Buyer the liability of the Company for defective work shall be limited to rectifying the work or satisfactorily repairing the work or to carrying out like work on replacement items or materials supplied by the Buyer free of charge and in no event shall such liability of the Company continue after the items concerned have been inspected or delivered or left the United Kingdom whichever shall be the earliest.

14. Indemnity by Buyer

The Buyer shall indemnify the Company against all liabilities, costs and expenses which the Company may incur by reason of any claim by any subsequent purchaser of the Goods or of any product incorporating the Goods or manufactured by using the Goods or by reason of any claim by any relative or dependant of such purchaser or user arising from any defect or alleged defect in the Goods except and to the extent that such liabilities, costs and expenses arise from a breach by the Company of its obligations under these Conditions.

15. Returned Goods

a) No Contract for Goods ordered may be cancelled by the Buyer and save as otherwise provided in these Conditions no Goods may be returned without prior written consent of the Company. If cancellation of the order is accepted by the Company, the Buyer shall indemnify the Company in full against all loss (including without prejudice to the generality of the foregoing loss of profit), costs (including without prejudice to the generality of the foregoing the cost of all labour and material ordered, whether used or unused), damages, charges and expenses incurred by the Company as a result of cancellation.

b) If the Company agrees to accept return of any Goods the Buyer shall be obliged to effect the return of the Goods in good condition and at its own risk and cost.

c) Notwithstanding any agreement to accept such return of the Goods the Company will not be obliged to accept delivery of any returned Goods unless they are returned in cartons which are undamaged and which have not been opened since their despatch by the Company.

16. Health and Safety

a) The Company has available up-to-date information and/or product literature concerning the conditions necessary to ensure that the Goods supplied will be safe and without risk to health when properly used. This information is and will remain available from the Company.

b) The Buyer shall be solely responsible for and the Company shall not be liable for any loss, liability or expenses arising directly or indirectly from use of the Goods other than in accordance with their specification or the Company's operating instructions or the information and product literature referred to in condition 16(a) or (where no such specifications or instructions exist) in a manner which could not reasonably be considered to be safe and without risk.

17. Export Only

a) Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 11 shall (subject to any special terms agreed in writing between the Buyer and the Company) apply notwithstanding any other provision of these Conditions. Unless the contract otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of INCOTERMS shall have the same meaning in these Conditions, but if there is any conflict between the provisions of INCOTERMS and these Conditions, the latter shall prevail.

b) Where the Company concludes the contract of carriage and/or arranges for the insurance of the goods for transit the Company shall be deemed to be acting solely as the Buyer's agent and sub-sections (2) and (3) of Section 32 of the Sale of Goods Act 1979 shall not be applicable.

c) The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them. To enable the Company to export, before any despatch the Buyer shall furnish all necessary documentation and information for export and import authorisations and the Buyer shall be responsible for obtaining import authorisations.

18. Specifications etc.

Except as otherwise expressly agreed in writing, all specifications, patterns, drawings, unregistered designs, dies, moulds, tools and the like produced by the Company shall remain the property of the Company. The Buyer may not utilize, reproduce or communicate knowledge of such items and the Buyer shall return the same to the Company at the Company's request.

19. Pallets, Returnable Pallets etc.

If the Contract is for the supply of goods to be delivered in the United Kingdom and the Customer and the Buyer have not otherwise agreed, skips, pallets, drums and returnable packages used for delivery of the Goods shall remain the property of the Company and must be returned by the Buyer to the Company within one month of such delivery in the same condition as received by the Buyer. Any pallets, skips, drums or returnable packages not so returned will be charged at replacement cost and the Buyer shall be liable to the Company accordingly.

20. Assignment

The Contract is between the Company and the Buyer and shall not be assignable without the express written consent of the Company. The Company reserves the right to sub-contract the fulfilment of any order or contract or any part thereof.

21. Force Majeure

The Company shall not be liable for failure to comply with any of its obligations under the Contract in the event that compliance is delayed or prevented by any cause whatsoever beyond its reasonable control, including, but not limited to, war, riot, strike, lock-out, act of God, storm, fire, earthquake, explosion, flood, confiscation, action of any government or government agency or shortage.

22. Rights of Company

No forbearance or indulgence by the Company shown or granted to the Buyer in respect of these Conditions shall affect or prejudice the rights of the Company against the Buyer.

23. Set Off

The Buyer shall not be entitled to the benefit of any set-off to which the Buyer might be otherwise entitled in law or in equity. All sums payable under this Contract will be payable without any deduction and the Company shall be entitled in the event of non-payment to obtain and enforce judgement thereon without any stay of execution pending the termination of any cross counter claim by the Buyer.

24. Confidential

The existence of the Contract its content and subject matter are confidential and shall not be disclosed by the Buyer without the prior written consent of the Company.

25. Effect of Invalid Provisions

If any provision of the Contract is held to be invalid, illegal or unenforceable in any way, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

26. Notice

Any notice under the Contract shall be in writing sent by first class pre-paid letter post or facsimile transmission confirmed by first-class pre-paid letter post. Any notice to the Company shall be addressed to the Company at its registered office and to the Buyer at the address notified by the Buyer to the Company for that purpose or if none is so notified to the address of the Buyer last known to the Company. A notice given as aforesaid by post shall be deemed served forty eight hours after posting and by facsimile at the time of transmission thereof.

27. Proper Law

These Conditions and the Contract shall be subject to and construed in accordance with English Law and the parties hereby agree to accept the exclusive jurisdiction of the English Courts in all matters connected therewith or relating thereto.

28. Rights of Third Parties

The provisions of The Contracts (Rights of Third Parties) Act 1999 are hereby excluded and shall not apply.