

Terms and Conditions of Sale of Webb & Wells Limited

These terms take effect from [] 2013

1. Definition

1.1 In these conditions:-

"Acknowledgement of Order" means the Supplier's written acceptance of the Order;
"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

"Buyer" means the person, firm or company purchasing goods from the Supplier;
"Conditions" the terms and conditions set out in this document as amended from time to time in accordance with clause 2.5;

"Contract" means the Contract between the Supplier and the Buyer for the sale and purchase of the Goods in accordance with these Conditions;

"Force Majeure Event" has the meaning given in clause 12;

"Goods" means the good which the Supplier is to supply to the Buyer in accordance with these conditions;
"Order" means the Buyer's order for the Goods as set out in the Buyer's purchase order form or the Buyer's written acceptance of the Supplier's quotation;

"Specification" means any specification for the Goods, including any related plans or drawings, that is agreed in writing by the Buyer and the Supplier;

"Supplier" means Webb & Wells Limited of Webwel House No 9 Chilford Court Rayne Road Brintree Essex CM7 2QS; Company registration number 989722. (Company registered address, 1341 High Road, Whetstone, London, N20 9HR).

1.2 In these Conditions, the following rules apply:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4 Any phrase introduced by the terms **including, include** or any similar expression shall be construed as illustrative and shall not limited the sense of the words preceding those terms.

1.2.5 A reference to writing includes faxes and e-mails.

2. Basis of Sale

2.1 These Conditions apply to the Contract to the exclusion of any other terms stipulated or incorporated by the Buyer in the Order or in any negotiations or that the Buyer otherwise seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues an Acknowledgement of Order, at which point the Contract shall come into existence.

2.4 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.5 Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of [30] days from its date of issue.

3. The Goods

3.1 All descriptions and illustrations contained in the Supplier's catalogue, price list and advertisements or otherwise communicated to the Buyer are intended to present merely a general idea of the Goods described and shall not form part of the Contract or have any contractual force.

3.2 If a sample of Goods was exhibited to and inspected by the Buyer, it is hereby agreed that such samples were so exhibited and inspected solely to enable the Buyer to judge for himself the quality of the Goods and not so as to constitute a sale by sample. Any samples shall not form part of the Contract or have any contractual force.

3.3 The Supplier reserves the right to deliver 5% more or less than the quantity stipulated on the Acknowledgement of Order and the Buyer agrees to accept such quantity in satisfaction of the Order.

3.4 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4. Price

4.1 Subject to clause 4.3 the price of Goods shall be the price set out in the Supplier's quotation, or, if no price is quoted or the quotation is no longer valid, the price set out in the Supplier's published price list in force as at the date of the Acknowledgement of Order and is net of Value Added Tax at the appropriate rate.

4.2 Where carriage, insurance, storage or other charges are shown separately from the price of Goods, they are nevertheless payable by the Buyer at the same time as if they form part of the price and shall be treated as such for the purposes of these Conditions.

4.3 Prices are subject to increase by the Supplier at any time before delivery to reflect any increase of the costs of the Goods that is due to:

4.3.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

4.3.2 any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

4.3.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Supplier adequate information or instructions.

The Buyer will be notified as soon as possible of such increase. Where the increase exceeds 5% of the net price of the Goods the Buyer shall have the right to cancel the Contract, provided such cancellation is received by the Supplier within seven Business Days of the date of notification.

4.4 All prices are quoted in Sterling. Except where otherwise agreed, payment will only be accepted in Sterling.

4.5 The Buyer and Supplier may agree that the selling price is to be linked to an agreed exchange rate. The applicable rate shall in these circumstances be as stated on any quotation for work. Unless a separate exchange rate is agreed between the Buyer and the Supplier before the Contract comes into existence, then the exchange rate will be binding on the Contract and the Supplier will not permit any variation to the exchange rate should a more favourable rate be prevalent at the time of invoice or payment.

5. Cancellation

Without prejudice to the right of cancellation contained in clause 4.3 the Buyer may not cancel the Contract without the written consent of the Supplier. If such consent is given, it is made on the express condition that the Buyer shall indemnify the Supplier against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing by the Supplier.

6. Payment

6.1 The Supplier may invoice the Buyer for the Goods on or at any time after the date that the Acknowledgement of Order is issued. Unless otherwise agreed by the Supplier, the Buyer shall pay the invoice (including any Value Added Tax) in full and in cleared funds prior to despatch of the Goods.

6.2 If the Buyer fails to make any payment due to the Supplier under the Contract by the due date for payment (due date), then the Buyer shall, without prejudice to any other rights of the Supplier, pay interest on the overdue amount at the rate of 4% per annum above [FULL NAME OF BANK]'s base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of the actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.

6.3 Payment on or before the due date is of the essence of the Contract and the Supplier shall be entitled to refuse to make delivery of any further consignment of goods whether ordered before or after the date of payment.

6.4 Where the Supplier has agreed that the Goods may be paid for by instalments any failure by the Buyer to pay an instalment when due shall entitle the Supplier to treat such failure as the Buyer's repudiation of the whole Contract without prejudice to its other rights to recover damages for that breach.

6.5 The Buyer shall pay all amounts due from the Buyer under the Contract in full without any set off, deduction, withholding or deferment of any nature except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part.

6.6 Notwithstanding the provision of clause 6.1 upon the occurrence of any event under clause 13.1 any period of credit allowed for the Buyer on the Contract or any other contract with the Supplier, whenever made shall cease to apply and payment for all Goods shall be or be deemed to have become immediately due on delivery.

7. Delivery

7.1 Any time or date specified for delivery is given in good faith as an estimate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any direct or indirect loss, damage or expense howsoever arising from any delay in delivery.

7.2 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall not have any liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

7.3 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

7.4 The Supplier shall deliver the Goods to the address set out in the Order (Delivery Location). The Buyer shall accept deliveries of Goods at that address when offered and shall be liable for any additional costs suffered by the Supplier in the event of wrongful refusal or delay in accepting delivery, in failing to provide premises, services or information for the Supplier to effect safe delivery, or in the event of future deliveries being withheld through the Buyer's non-payment.

7.5 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

7.6 If 10 Business days after the day on which the Supplier notified that the Goods were ready for delivery the Buyer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.

7.7 If the Buyer requires the Supplier to delay the delivery time it shall notify the Supplier as soon as possible and in any event not less than seven Business Days before the agreed delivery date. No delivery date may be delayed by more than 15 Business Days except with the prior written consent of a Director of the Supplier.

8. Title and Risk

8.1 The risk in the Goods shall pass to the Buyer on completion of delivery.

8.2 Title to the Goods shall not pass to the Buyer until the Supplier has received payment in full (in cash or cleared funds) for:

8.2.1 the Goods; and

8.2.2 any other goods or services that the Supplier has supplied to the Buyer.

8.3 Until title to the Goods has passed to the Buyer, the Buyer shall:-

8.4.1 hold the Goods on a fiduciary basis as the Supplier's bailee;

8.4.2 not pledge the Goods or documents of title thereon or allow any lien to arise thereon;

8.4.3 store the Goods on its premises separately from its own goods and those of any other person and in a manner which makes them readily identifiable as the property of the Supplier;

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

8.4.5 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

8.4.6 indemnify the Supplier against any loss or deterioration in the Goods while they remain the property of the Supplier;

8.4.7 notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1.3 to 13.1.14 (inclusive); and

8.4.8 give the Supplier such information relating to the Goods as the Supplier may require from time to time, but the Buyer may resell or use the Goods in the ordinary course of its business.

8.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 13.1.3 to 13.1.14 (inclusive), or the Supplier reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Buyer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

8.6 If payment of any sum is overdue the Supplier shall have the right to commence proceedings against the Buyer for the price, notwithstanding that title to the Goods has not yet passed to the Buyer.

9. Warranties

9.1 The Supplier hereby warrants that on delivery the Goods shall be free from any material defect in workmanship and materials and correspond with any applicable Specification but the Supplier's liabilities under this warranty shall be limited to (at the Supplier's option) making available free of charge the labour and materials required to make good any such defects or replacing any defective Goods or refunding the price of the defective Goods in full.

9.2 The Supplier's liability under the warranty in clause 9.1 is also conditional upon:-

9.2.1 written notice of the defect being given to the Supplier within 14 days after discovery of the same and any event within 3 months after either the date of delivery or the date on which the Buyer was informed that the Goods are ready for delivery whichever first occurs; and

9.2.2 the Buyer not making any further use of the Goods after giving notice in accordance with clause 9.1.1;

9.2.3 the defect not arising because the Buyer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; and

9.2.4 the defect not arising as a result of the Supplier following any drawing, design or Specification supplied by the Buyer; and

9.2.5 the defect not arising as a result of any alteration, modification or repair by the Buyer without the written consent of the Supplier; and

9.2.6 the defect arising as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions; and

9.2.7 the Goods not differing from any applicable Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; and

9.2.8 the Goods having been returned at the Supplier's request but at the Buyer's expense for inspection.

9.3 Except as provided in this clause 9, the Supplier shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 9.1.

9.4 Subject to clause 10.1, the warranty contained in clause 9.1 is given in lieu of, and shall be deemed to exclude, to the fullest extent permitted by law, all other warranties and conditions whether express or implied and whether arising by common law, statute or otherwise.

9.5 All Goods are sold on the basis that the Buyer is neither a consumer nor deals as a consumer within the meaning of the unfair Contract Terms Act 1977 and that the Buyer has satisfied itself as to the suitability of the Goods for use or resale in accordance with its own specialised knowledge and skill.

9.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

10. Limitation of Liability

10.1 Subject to clause 10.5.1, nothing in these Conditions shall limit or exclude the Supplier's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

10.1.2 fraud or fraudulent misrepresentation;

10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

10.1.4 defective products under the Consumer Protection Act 1987.

10.2 Subject to clause 10.1 and clause 10.3:

10.2.1 the Supplier shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

10.2.2 the Supplier's total liability to the Buyer in respect of all other losses arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall in no circumstances exceed the price of the Goods.

10.3 Subject to clause 10.1, in the case of loss or damage arising as a result of defective Goods which is covered by any product liability insurance which the Supplier may have, the Supplier's liability for such loss or damage shall be limited to the sum (if any) recoverable under such policy of insurance.

10.4 Any property supplied to the Supplier by or on behalf of the Buyer will be held, worked on and carried at the Buyer's risk save where the Supplier or its employees are shown to have been negligent.

10.5 In cases of international supply contracts as defined by Section 26 of the Unfair Contract Terms Act 1977:-

10.5.1 the warranty set out in clause 9 of these Conditions and, to the fullest extent permitted by law, all other conditions, warranties and other terms expressed or implied by statute or common law or otherwise are hereby expressly excluded, unless contained in this clause 10.5 or otherwise expressly agreed by the Supplier in writing;

10.5.2 the Supplier will remedy or replace any defective Goods or, at its option, allow credit up to the amount charged in respect of such work or part, provided that any defect is notified to it in writing forthwith upon discovery and within twelve months of the delivery of the Goods, and provided also that there have been compliance by the Buyer with clauses 9.2;

10.5.3 the Supplier will at the request and expense of the Buyer use all reasonable endeavours to give the Buyer the benefit of any warranty, guarantee or undertaking supplied by a manufacturer not being the Supplier in relation to any Goods or parts or materials.

11. Indemnity – from the Buyer

The Buyer agrees to indemnify the Supplier against all liabilities, damages, losses, charges, costs and expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim relating to the Goods made by a third party except where such claim relates to death or personal injury caused by the negligence of the Supplier or any of its employees or agents.

12. Force Majeure

The Supplier shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond the Supplier's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable including Acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, strikes, work to rule or go slow, overtime bans, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, fires, floods, storms, earthquakes, droughts, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, default of suppliers or subcontractors or inability to process materials or articles except at increased prices due to any of the foregoing causes (and in these circumstances may suspend or cancel the whole or part of the Contract). The Supplier shall endeavour to notify the Buyer as quickly as reasonably possible if a Force Majeure Event occurs.

13. Termination

13.1 Without limiting any other rights or remedies available to it the Supplier may by notice to the Buyer, terminate the Contract or any other contract between the Buyer and the Supplier, or suspend all further deliveries under the Contract or any other contract between the Buyer and the Supplier, without incurring any liability to the Customer and/or immediately recover from the Buyer all sums due from the Buyer under the Contract and any other contract with the Supplier notwithstanding any period of credit which may have been allowed together with any accrued interest and other legitimate charges and any loss caused to the Supplier as a result of any termination if:-

13.1.1 any payment due by the Buyer to the Supplier is overdue in whole or in part; or

13.1.2 the Buyer shall commit any breach of any of the terms of the Contract and any other contract with the Supplier provided that if the breach is remediable the Supplier has given to the Buyer notice of such breach which has not been remedied within seven days thereafter; or

13.1.3 the Buyer becomes insolvent or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either

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- unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or being a partnership) has any partner to whom any of the foregoing apply; or
- 13.1.4 the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer; or
- 13.1.5 (being a company) a petition is filed, a notice is given, a resolution is passed, or a Court Order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer; or
- 13.1.6 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer; or
- 13.1.7 a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or such other process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- 13.1.8 (being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver; or
- 13.1.9 (being an individual) the Buyer is the subject of a bankruptcy petition or order; or
- 13.1.10 a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets; or
- 13.1.11 an event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 13.1.2 to 13.1.10 (inclusive); or
- 13.1.12 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
- 13.1.13 the Buyer's financial position deteriorates to such an extent that in the Supplier's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 13.1.14 (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 13.2 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 14 **Disputes**
- 14.1 If any dispute arises in connection with this agreement, directors or other senior representatives of the parties with authority to settle the dispute will, within 10 Business Days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 14.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 60 days after the date of the ADR notice.
- 14.3 The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.
15. **Intellectual Property Rights**
- 15.1 The Goods are sold and/or supplied subject to the rights of any person whether in respect of any patent, trade mark, registered design, copyright or other intellectual property rights, confidential information or otherwise howsoever to prevent or restrict the sale or use of the goods in any part of the world; the Buyer will in this respect accept such title to the Goods as the Supplier may have.
- 15.2 Where the Goods have been manufactured according to designs or configurations or processes specified or supplied by the Buyer the Buyer represents and warrants to the Supplier that the Goods so designed or configured and processes so used do not infringe the rights of any person whether in respect of any patent, trade mark, registered design, copyright or other intellectual property rights, confidential information or otherwise. The Buyer shall indemnify the Supplier against all liabilities, damages, losses, charges, costs and expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) which the Supplier may suffer or incur as a result of a breach of the representations and warranties contained in this clause 15.2.
- 15.3 This clause 15 shall survive termination of the Contract.
16. **Waiver**
- No waiver by the Supplier of any right or remedy under the Contract shall be considered as a waiver of any subsequent breach or default of that or any other right or remedy.
17. **Invalidity of Contractual Term**
- The parties agree to be bound by these Conditions which they consider to be reasonable. If any clause of these Conditions is held by any Court or competent authority as invalid or unenforceable in whole or in part the validity of the remainder of these Conditions and of the remainder of the provisions in question shall not be affected thereby.
18. **Assignment**
- The Buyer shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier. The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
19. **Lien**
- Without prejudice to any other remedies the Supplier shall in any of the situations set out in clause 13.1 arising have a general lien on all goods and property in its possession (whether worked on or not) and belonging to the Buyer in respect of any sums due from the Buyer and shall be entitled after giving 14 days' written notice to the Buyer to dispose of such goods or property as it thinks fit.
20. **Governing law and jurisdiction**
- 20.1 The Contract, any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law of England, and, subject to clause 20.2, the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales and the Buyer shall at all times provide the Supplier with an address in England or Wales where it will accept service and proceedings.
- 20.2 Nothing in this clause 20 shall limit the right of the Supplier to take proceedings against the Buyer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the Supplier from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
21. **Notices**
- 21.1 Any notice required to be given to a party under or in connection with the Contract shall be sent in writing by pre-paid first class post, recorded delivery, commercial courier, e-mail, or facsimile to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause. If sent by pre-paid first class post or recorded delivery, it shall be deemed to have been served (until the contrary is provided) at 9.00am on the second Business Day after the date of posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or, if sent by facsimile or e-mail, one Business Day after transmission.
- 21.2 The provisions of this clause shall not apply to the service of any proceedings or other document in any legal action.
22. **Export Terms**
- 22.1 In these Conditions and in any invoice or document relating to the supply of Goods to the Buyer, "Incoterms" shall mean the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date of the Contract save that if there is any conflict between the provisions of the Incoterms and these Conditions the latter shall prevail.
- 22.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 22 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.
- 22.3 The price quoted is ex works to the Supplier, but the Supplier may arrange carriage to a destination specified by the Buyer, if so requested in writing by the Buyer. The Buyer shall be responsible for all taxes, import duties, delivery charges and other costs arising.
- 22.4 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 thereon in each country.
- 22.4 The payment of all amounts due to the Supplier shall unless otherwise agreed be made by irrevocable letter of credit opened by the Buyer in favour of the Supplier confirmed by a bank acceptable to the Supplier.
- 22.5 Where the Buyer requires supply of the goods to a Member State of the European Union, the Buyer shall provide the Supplier with its VAT Registration number.