

GREENFOLD SYSTEMS LIMITED - TERMS AND CONDITIONS OF SALE

1 Formation of Contracts

1.1 All contracts of sale made by Greenfold Systems Limited (referred to herein as the **Company**) shall be deemed to incorporate these Terms and Conditions. No variation or addition to these Terms and Conditions shall form part of any contract unless made or specifically accepted by the Company in writing.

1.2 These Terms and Conditions shall override and take the place of any other terms and conditions in any document or other communication used by the Purchaser in concluding the contract with the Company.

1.3 No contract shall come into effect until the Purchaser's order has been accepted in writing by the Company.

1.4 Each order or acceptance of a quotation for goods by the Purchaser from the Company shall be deemed to be an offer by the Purchaser to buy goods subject to these Terms and Conditions.

1.5 The Purchaser shall ensure that the terms of its order and any applicable specification are complete and accurate.

1.6 Neither the Uniform Laws on International Sales nor the Convention on Contracts for the International Sale of Goods shall apply to any contract. The construction, validity and performance of all contracts and any disputes or claims arising out of any contract shall be governed by the laws of England and, for the Company's benefit, the Purchaser submits to the jurisdiction of the English courts and agrees (without limiting the Company's rights to bring proceedings in any other courts of competent jurisdiction, whether concurrently or not) that the English courts shall have jurisdiction to settle any claims or dispute in relation to any contract and that their judgments will be binding, conclusive and enforceable by the courts of other jurisdictions. If not in England, the Purchaser shall on request of the Company appoint an agent in England authorised to accept service of process by the Company.

1.7 The Purchaser acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

1.8 The complete or partial invalidity or unenforceability of any provision herein for any purpose shall in no way affect the validity or enforceability of such provision for any other purpose or the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

2 Price

2.1 Any quotation is valid for a period of [30] days only from its date, provided that the Company has not previously withdrawn it.

2.2 In the case of all orders, unless otherwise expressly stated in writing by the Company, orders are accepted on the basis that:

- (a) the price stated is the net price of the goods (after deduction of any discounts) for delivery in accordance with the contract and includes any quotation or estimate;
- (b) the Company is entitled without prior notice to adjust the price stated to take account of any change in specification or quantities made at the request of the Purchaser or any alteration before the date of delivery in the cost to the Company of labour, materials, subcontracted services or import or export duties or tariffs or transport or any other item which directly affects the cost to the Company of supplying the goods;
- (c) the price stated is for stipulated quantities only. If the Company delivers a quantity of goods which is more or less than the quantity accepted by the Company, the Purchaser shall pay for such goods at the pro rata contract rate;
- (d) the price stated is exclusive of value added tax (VAT) and any other taxes, custom duties, import levies and other duties, levies and impositions. Without limitation, if the goods are to move to an EU member state other than the UK, the Company shall charge and the Purchaser shall pay on demand VAT in relation to the goods unless there is supplied to the Company evidence satisfactory to HM Revenue & Customs to establish that the supply of the goods is zero rated for UK VAT purposes. The Purchaser shall in any event provide to the Company such evidence within 5 working days of the date of the invoice from time to time reasonably required to enable it to comply with its obligations under UK VAT legislation in respect of the sale of the goods.

2.3 In the case of orders in respect of export sales (i.e. orders for delivery outside the United Kingdom):

- (a) all orders accepted by the Company will specify that the price is CIF, FOB, CFR or Ex Works (as defined in Incoterms 2000);
- (b) in relation to prices quoted in a currency other than Sterling ("the Quoted Currency") and unless otherwise agreed in writing by the Company, the Company shall have the right, at any time or times when the rate on the London Foreign Exchange Market for the Quoted Currency falls below the rate on the London Foreign Exchange Market for Sterling on the date when the price was quoted, to raise any such prices by a percentage not exceeding the percentage rise in the said rate for the Quoted Currency and shall forthwith notify the Purchaser of such increased price which shall thereupon be substituted for the original price.

3 Payment

3.1 In the case of non-export sales, unless otherwise expressly stated and subject to Condition 11.2(e), prices are due and payable, without any withholding, deduction, set-off or counter claim, in Sterling for value in immediately available funds one calendar month from the end of the month in which the goods are invoiced. Payment by cheque or other negotiable instrument is ineffective until cashed. No payment shall be deemed to be received until the Company has received cleared funds.

3.2 In the case of export sales, subject to Condition 11.2(e), payment shall be made forthwith against delivery of the goods in accordance with Condition 4 below by accepted bill of exchange or other banker's credit or payments.

3.3 If the Purchaser shall fail to make payment in full in accordance with these Terms and Conditions then (without prejudice to any other rights of the Company) the Purchaser shall, without any need for the Company to give notice, become liable to pay to the Company interest on the amount for the time being unpaid at the rate which is 3 per cent per annum above the Base Rate from time to time of Lloyds TSB Bank plc calculated from the date of due payment until the date of actual payment as well after as before any judgment.

3.4 If the Purchaser fails to pay to the Company without apportioning it between specific debts or liabilities, it shall be apportioned as the Company thinks fit. The Company may attribute a partial payment to one or more specific items, rather than to all the items which are the subject of a particular contract.

3.5 The Company shall be entitled to set off any indebtedness of the Company to the Purchaser against any indebtedness of the Purchaser to the Company, in each case on any account whatsoever.

3.6 Where carriage, packing, warehousing or other charges (including VAT) are stated separately from the price they will nevertheless be payable by the Purchaser at the same time as if they formed part of the price and shall be treated as such.

3.7 Time of payment is of the essence of every contract incorporating these Terms and Conditions.

4 Despatch, Delivery and Risk

4.1 Whilst the Company will use all reasonable endeavours to keep to any stated despatch or delivery date such dates are to be regarded as a guide and approximate only and, provided it shall have used its best endeavours to deliver, the Company accepts no liability whatsoever for any loss or damage resulting from delay however the same shall have been caused, nor shall delay entitle the Purchaser to rescind the contract unless such delay exceeds 180 days following the expected delivery date. Time shall not be made of the essence by notice.

4.2 In the case of non-export sales, the Company will consign all goods by the method considered

by the Company to be most appropriate and will bear the cost of insurance, packaging and carriage except where:

- (a) otherwise agreed in writing; or
- (b) the total contract price is less than the minimum order quantity or value from time to time established by the Company.

Returnable packaging will be accepted as agreed between the parties.

4.3 In the case of non-export sales, delivery shall be effected, unless otherwise agreed in writing, on the goods being off-loaded from the carrier's transport at their destination and the risk in the goods toll shall pass to the Purchaser, unless otherwise agreed in writing, and subject to sections 33 and 37 of the Sale of Goods Act 1979, when they are off-loaded at their destination.

4.4 In the case of export sales, delivery shall be effected:

- (a) in the case of CIF and CFR contracts, by delivery to the Purchaser or its duly authorised agent of the bills of lading, airway bill or other document in respect of the goods; or
- (b) in the case of FOB contracts, by delivery to the ship or aircraft at the place of export or to the specified carrier or its duly authorised agent of the goods and by delivery to the confirming house or its agent of the bills of lading, airway bill or other document in respect of the goods; or
- (c) in the case of Ex Works contracts by delivery of the goods to the Purchaser or his carrier at the Company's premises.

4.5 If for any reason the Purchaser fails to accept delivery of any of the goods when they are ready for delivery, or the Company is unable to deliver the goods on time because the Purchaser has not provided appropriate instructions, documents, licences or authorisations:

- (a) risk in the goods shall pass to the Purchaser (including for loss or damage caused by the Company's negligence);
- (b) the goods shall be deemed to have been delivered; and
- (c) the Company may store the goods until delivery, and the Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.6 In the case of export sales notwithstanding that the stated price may include the cost of carriage from the Company's premises the risk in the goods sold shall pass to the Purchaser upon their transfer at such premises to the carrier. The Purchaser reserves the right to require that the contract is stated to be CIF, FOB or CFR the risk shall pass to the Purchaser when the goods are delivered onto the ship or aircraft.

4.7 The Purchaser must insure the goods in their full replacement value against all risks that it would be prudent to insure against in respect of each lot and property passing and must on demand produce to the Company satisfactory evidence of such insurance.

4.8 The Purchaser must:

- (a) examine the goods as soon as practicable and in any event within 3 days after delivery;
- (b) notify the Company and any carrier in writing of any shortage or excess or damage or other failure to conform to the contract within 14 days after the date of delivery and of any non-delivery within 14 days of the expected date of delivery; and
- (c) give the Company, any carrier and their agents a reasonable opportunity to inspect the goods as delivered.

If the Purchaser fails to do so it will be deemed to have accepted the goods. In no event may the Purchaser reject goods for short delivery or reject the amount ordered where an excess has been delivered. This Condition 4.8 is without prejudice to Condition 7.

4.9 The Purchaser shall provide at the delivery point and at its expense adequate and appropriate equipment and manual labour for loading or unloading the goods (as applicable).

4.10 When the goods are delivered or shipped in lots or by instalments the contract shall be construed as a separate contract in respect of each lot or instalment subject to these Terms and Conditions and any specified in the contract in writing and no cancellation/repudiation of one contract or instalment shall entitle the Purchaser to repudiate/cancel any other contract/instalment).

4.11 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 Purchaser on delivery unless the Purchaser can provide conclusive evidence proving the contrary.

4.12 The Company shall be liable for any non-delivery of goods (even if caused by the Company's negligence) if the Purchaser fails to give written notice to the Company of the non-delivery in accordance with Condition 4.8(b).

4.13 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.

5 Property

5.1 Notwithstanding delivery of the goods or any document representing them, the Company reserves the right of disposal of each item, and the property therein shall not pass to the Purchaser until the receipt of (a) receipt by the Company of payment in cleared funds in full for such item and all other goods of the same type, supplied by the Company to the Purchaser and any default interest and (b) the purchase of such item to an independent third party on arm's length terms in the ordinary course of business (which the Purchaser must effect as principal and not as agent for the Company).

5.2 The Company shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed to the Company.

5.3 "Retention of Title" The risk in the goods shall pass from the Company to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the Company has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the Company and the buyer for which payment of the full price of the goods there under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Company and the buyer under which the goods were delivered.

5.4 Pending the passing of property, the Purchaser shall (a) hold the goods on a fiduciary basis as the Company's bailee; (b) not dispose of, charge or encumber the goods or any interest therein or purport to do so (except under Condition 5.1(b) above); (c) retain possession of them in good order and condition and free from any lien, distress, execution or other legal process; (d) store them separately or mark them so that they may be readily identified as the Company's property; (e) not destroy, deface or obscure any identifying mark or packaging or relating to the goods and maintain the goods in satisfactory condition. The Purchaser must inform the Company of the whereabouts of the goods on request and shall deal, and shall in the absence of proof to the contrary be deemed to have dealt with them and other goods of the same type in the order in which they are delivered.

5.5 Where the Company retains ownership of the goods, the Purchaser will deliver up or have delivered up to the Company and/or allow the Company to repossess the goods (or any product into which the goods are incorporated) upon demand, and after such delivery-up or repossession allow the Company to re-sell the same for its own account. By virtue of this agreement the Purchaser grants the Company an irrevocable licence for the Company, its agents and employees to enter the premises of the Purchaser and to inspect, copy, photograph or otherwise use for any purpose all the goods which the Purchaser has made by the Purchaser to the Company shall be appropriated at first to the Company's goods which have been re-sold by the Purchaser and then to the Company's goods which remain in the actual or constructive possession of the Purchaser notwithstanding any purported appropriation otherwise than by the Purchaser.

5.6 Where the Company reserves ownership of any goods the goods in respect of which the Purchaser has the right of re-possession, the Purchaser shall be deemed to have sold all goods of the kind sold by the Company to the Purchaser in the order in which they were invoiced to the Purchaser.

5.8 On termination of the contract, however caused, the Company's (but not the Purchaser's) rights continue until Condition 5.8 shall remain in effect.

6 Descriptions and Drawings

6.1 Subject only to Condition 7 all descriptions, drawings (other than technical drawings) and catalogues of goods are approximate only being intended to serve merely as a guide and accordingly the Purchaser shall not rely on them and the Company shall not be liable for their accuracy. Such descriptions, drawings etc shall not form part of the contract and this is not a sale by sample.

6.2 All drawings prepared by the Company and the copyright therein shall remain the property of the Company and shall be returned to it by the Purchaser on demand. All such drawings shall be treated as confidential and shall not be copied or reproduced or disclosed to any third party without the express consent of the Company.

7 Warranty and Limitation of Liability

7.1 Subject to Condition 4, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Purchaser in respect of:

- (a) any goods covered by these Terms and Conditions;
- (b) any use made or resorted by the Purchaser of any of the goods, or of any product incorporating any of the goods; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.

7.2 The Company warrants that it will not incur a charge repair or (at the Company's discretion) replace the goods or refund or issue a credit note against all or an appropriate part of the price of the goods if:

- (a) it is shown to the Company's reasonable satisfaction that, on delivery, they were defective as to material or workmanship, or as to conformity with any specifications or technical drawings expressly agreed by it in writing to be binding, or otherwise not in conformity with the express terms of the contract; and that this was not caused wholly or partly by deterioration necessarily incident to the course of transit or, while the goods were at the Purchaser's risk, by accident, wilful default, improper storage or use or failure to follow instructions; and
- (b) within six months (unless otherwise agreed in writing) after delivery the Purchaser seeks to rely on the defect or the claim under this warranty and the goods (or the goods available for inspection and testing on behalf of the Company or (if the Company so requires) returns them to the Company's premises, carriage paid, and the claim is, in the reasonable opinion of the Company, justified.

7.3 Subject to Condition 7.5 above, the warranty in Condition 7.2 above is in lieu of and supersedes all other warranties (and the Purchaser shall not rely on) any other warranty condition, representation, collateral contract, assurance, guarantee, stipulation, liability or obligation whatsoever by or on behalf of the Company (without limitation, whether in contract or tort including negligence or otherwise, breach of statutory duty, misrepresentation, restitution or otherwise, whether express or implied or otherwise and whether arising at common law or by statute, custom or usage) or dealing or otherwise in relation to the performance or contemplated performance of the contract, the goods' description, correspondence with sample, satisfactory or other quality or fitness for any purpose (whether or not made known to the Company) for which they are required or goods of the same kind are commonly supplied, or their appearance, finish, freedom from defects, safety or durability, or their performance, state, condition, design or fit or suitability for the intended use or otherwise, or at any other time. The Purchaser waives any rights and remedies which it may nevertheless have and the Company's liability is limited accordingly.

7.4 In any event, subject to Condition 7.5 below, the Company's liability arising from breach of any contract:

- (a) shall not extend to wasted expenditure, loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for economic loss which arise out of or in connection with the contract;
- (b) shall not (unless otherwise agreed in writing) exceed the price paid or payable under the contract; and
- (c) shall not (unless otherwise agreed in writing) exceed six months after delivery of the goods (or after their stated delivery date if not delivered) unless before then the Purchaser serves on the Company a reasonably detailed written claim and shall in any event cease absolutely if proceedings in respect of the claim have not been commenced within six months after service of the claim (unless otherwise agreed in writing).

7.5 Notwithstanding the above, the conditions will exclude, restrict or limit:

- (a) in the case of a contract which is not an export sale:
 - (i) liability for breach of any term implied by section 12 of the Sale of Goods Act 1979 (title etc); or
 - (ii) liability for death or personal injury resulting from the Company's negligence; or
 - (iii) liability up to £1,000,000 in respect of any particular contract for damage to the Purchaser's property resulting from negligence but limited to the cost of repair or replacement; or
- (b) any liability of the Company for fraud or fraudulent misrepresentation; or
- (c) any other liability of the Company if and to the extent that as a matter of law it cannot be excluded, restricted or limited; or
- (d) liability of the Company under s2(3) Consumer Protection Act 1987.

7.6 The Purchaser acknowledges that this Condition 7 is fair and reasonable in view of the Purchaser's expertise, assessment and testing of the goods and reliance on its own rather than the Company's skill and judgement and is reflected in the price. The Purchaser shall accept risk and/or loss accordingly.

8 Health and Safety at Work

Subject to Condition 7 above, the Purchaser shall be solely responsible for and shall keep the Company indemnified against any loss, liability or expense arising directly or indirectly from use of the goods other than their intended use, including their use for purposes not intended and ensure that its employees and agents comply strictly with all instructions, warnings, data sheets and other material (including without limitation those regarding health and safety and environmental matters) supplied by the Company with, or in connection with, the goods and shall, when supplying the goods, ensure that they are accompanied by the same.

9 Force Majeure

The Company shall be deemed not to be in breach of any contract and reserves the right to defer the date of delivery or to cancel the contract or reduce the volume of the goods ordered by the Purchaser (without liability to the Purchaser) if it is prevented from or delayed or hindered in complying with what would otherwise be its obligations thereunder by any circumstances which are beyond its control or which it could not reasonably be expected to control including (but not limited to) acts of God, war, terrorism, sabotage, strike, riot, civil commotion, revolution, blockage, embargo, strike, lock-out, sit-in, industrial or trade dispute, fire, explosion, flood, adverse weather, disease or epidemic, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, restraints or delays affecting carriers or inability or delay in obtaining supplies, adulteration of suitable materials, change of law or regulation or any other circumstances of terrorism, protest, riot, civil commotion, revolution, blockage, embargo, strike, lock-out, sit-in, industrial or trade dispute, fire, explosion, flood, adverse weather, disease or epidemic, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, restraints or delays affecting carriers or inability or delay in obtaining supplies, adulteration of suitable materials, change of law or regulation or any other circumstances of Government, official or regulatory intervention. If the circumstances in question continue for a continuous period in excess of 180 days, the Purchaser shall be entitled to give notice to the Company to terminate the contract.

10 Assignment

The Company may, but the Purchaser may not, without the prior written consent of the Company assign or subcontract any part of the contract with the Company without its absolute discretion), assign, charge otherwise dispose of any contract incorporating these Terms and Conditions or any rights thereunder in whole or in part. Any of the same purported to be effected by the Purchaser without such consent shall be void. The Purchaser shall upon request consent to a novation of any such contract to an affiliate

of the Company or to any person to whom the Company may dispose of its business or any relevant part of it.

11 Default

(a) The Company may by notice in writing to the Purchaser terminate any contract forthwith if:

- (i) the Purchaser shall commit any breach of any of its terms (including without limitation terms concerning the time for payment of the purchase price) or of the terms of any other contract with the Company PROVIDED if such breach is remediable the Company has previously given to the Purchaser notice thereof and the same has not been remedied within 7 days thereafter (in the case of a breach occasioned by the Purchaser's failure to pay any amount) or 21 days thereafter (in any other case);
- (ii) the Purchaser is, or for statutory purposes is deemed or appears to be, unable to pay its debts as they become due, or the value of its assets is less than the amount of its liabilities (including contingent and prospective liabilities); or the Purchaser otherwise becomes insolvent or sequestrates or threatens to do so, or the Purchaser permits any judgment against it to remain unsatisfied for 7 days;
- (iii) a moratorium is declared in respect of the Purchaser's indebtedness;
- (iv) steps are taken or proposed or threatened to:
 - (A) rescind any of the Purchaser's indebtedness;
 - (B) propose any composition, scheme of arrangement, compromise, assignment or arrangement involving the Purchaser and its creditors generally;
 - (C) obtain an administration order or appoint any administrative or other receiver, manager, liquidator, administrator, administrative receiver or other similar officer in relation to, or put in force any legal process against, the Purchaser or any of its property;
 - (D) administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
 - (E) enforce any charge or other security over the Purchaser's property;
 - (F) repossess any goods in the Purchaser's possession under any agreement; or
 - (G) wind up or dissolve the Purchaser (and no such steps shall be taken by or on behalf of the Purchaser without the Company being given at least 5 business days' prior written notice thereof);

(e) where the Purchaser is an individual or partnership, he or any partner dies or any steps are taken to make a bankruptcy order against him or any partner;

(f) the Company certifies to the Purchaser that it otherwise has reasonable grounds for believing that the Purchaser is or threatens to become insolvent or that the Company's right to receive payment, or an interest in the goods, is or will be in jeopardy;

(g) there is a change in ownership or management control of the Purchaser such that the new owner or controller of the Purchaser is a direct or indirect competitor of the Company;

(h) outside England and Wales, anything corresponding to any of the above occurs.

11.2 If Condition 11.1 above applies, the Company may at any time (at its discretion and without prejudice to its other rights and whether or not it delivers any further goods or accepts any further payments) by written notice to the Purchaser:

(a) rescind any express or implied authority to, or terminate, cancel or rescind, the contract and any other contracts with the Purchaser (but without releasing the Purchaser from its obligations thereunder);

(b) terminate, cancel or rescind the contract and/or any other contracts with the Purchaser and/or claim damages;

(c) suspend any deliveries to be made under, or use or consume any goods the property in which remains with the Company; and

(d) require the Purchaser to deliver them immediately to the Company (and the Purchaser shall do so, falling which the Company may enter the premises where they are without liability for any resulting damage (other than damage arising from the negligence or omission of the Purchaser) and/or the consequences of which the Purchaser shall indemnify the Company); and

(e) resell them or transfer the property in them to the Purchaser;

(f) require the Purchaser to return all equipment, materials and property belonging to the Company supplied to it in connection with any contract with the Company; and

(g) require the Purchaser to shall forthwith indemnify the Company for any and payable any indebtedness of the Purchaser to the Company under the contract and/or any account whatsoever.

12 Intellectual Property

12.1 The Purchaser shall have no rights to any intellectual property owned by or licensed to the Company, or any patents, trademarks or trade names which are registered by or on behalf of the Company. The Purchaser shall not, without the Company's prior written consent, allow any trade or service mark or any instruction or warning applied to the goods to be obliterated or obscured.

12.2 Unless otherwise agreed by the Company in writing, all know-how, samples and other items relating to the goods in their development or creation supplied or generated by or on behalf of the Company shall remain the Company's property, shall be treated as confidential and shall not be copied, reproduced or disclosed to any person without the Company's prior written consent.

12.3 The Purchaser shall forthwith notify the Company after it becomes aware of any allegation, or information suggesting that the goods or their use or sale infringes any third party intellectual property rights. The Company shall be liable to the Purchaser under any contract for the consequences of any such infringing except to the extent that the Company has actual knowledge when the goods are delivered to the Purchaser that they or their intended use or sale by the Purchaser as disclosed to the Company would infringe such rights. The Company may conduct any related dispute and the Purchaser shall assist the Company. The terms implied by sections 12(1) and 12(2) of the Sale of Goods Act 1979, so far as they relate to intellectual property rights, are qualified accordingly and to that extent the Company will transfer only such title as it has.

13 Confidentiality and Employees

13.1 All information and advice, written or oral, of whatever nature supplied by the Company to the Purchaser is for the Purchaser's sole use and may not be disclosed or made available to any third party (save to the extent it is in the public domain otherwise than by breach of this Condition or disclosure is required by law) without the Company's prior written consent.

13.2 The Purchaser shall not, and shall procure that all members of its group shall not, directly or indirectly solicit or endeavour to entice away from the Company or any of its affiliates, offer employment or conclude any contract of services with, any person employed by the Company in connection with the development, distribution or marketing of the goods the subject of the contract or the provision of the services the subject of the contract either during or for a period of 12 months following termination of any contract with the Company.

13.3 The Purchaser agrees that the restriction contained in Condition 13.2 is reasonable and necessary for the protection of the Company's interests.

14 General

14.1 Any notice under these Terms and Conditions or any contract to the Company or the Purchaser or otherwise shall be in writing and shall be given by recorded delivery or registered post (if posted in the United Kingdom) or pre-paid airmail post (if posted outside the United Kingdom) or by hand delivery

(a) when given to the Purchaser, to any address or fax number from which the Company has received communications from the Purchaser in connection with the contract; and

(b) when given to the Company, to c/o Slater Heelis LLP, 86 Deansgate, Manchester, M3 2ER for the attention of the Company Secretary or to such other address or fax number or for the attention of such other person as the Company may notify to the Purchaser.

14.2 Notices shall be deemed to have been received:

- (a) if sent by recorded delivery or registered post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- (b) if sent by pre-paid airmail post, five days, excluding Saturdays, Sundays and bank and public holidays after posting (exclusive of the day of posting); or
- (c) if delivered by hand, on the day of delivery; or
- (d) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

14.3 If the Purchaser comprises two or more persons, their obligations are joint and several.

14.4 The headings used in these Terms and Conditions are for convenience only and shall not affect the construction thereof.

14.5 If any provision of a contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, unenforceability, unreasonableness or unreasonableness be deemed not to form part of the contract and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

14.6 Failure or delay by the Company in enforcing or partially enforcing any provision of a contract shall not be construed as a waiver of any of its rights under the contract.

14.7 Any waiver by the Company of any breach of, or any default under, any provision of the contract by the Purchaser shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract.

14.8 The parties agree that any failure or delay to exercise any right or remedy by the Company is not intended to and shall not amount to affirmation of a contract by election and the Company reserves its rights under the contract unless otherwise notified to the Purchaser in writing.

14.9 The parties to the contract do not intend that any term of the contract shall be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.