

# Standard Terms and Conditions of Trade

## 1. INTERPRETATION

a. In these conditions ("these Conditions") the following words shall have the following meanings:- "the Company" means Imexpart Limited, or any authorised sub-contractor;

"Contract" means any contract between the Company and the Purchaser for the sale and purchase of the Goods and/or the Services incorporating these Conditions;

"Insolvency Event" means if any distress or execution shall be levied on any of the Purchaser's goods or if the Purchaser offers to enter into any voluntary arrangement, deed of arrangement, scheme of arrangement or composition with its creditors or if any trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is unable to pay its debts as they fall due or if being a limited company any resolution or a provisional liquidator is appointed for winding up the Purchaser (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or if an order for the appointment of an administrator is passed or if a receiver, administrator or manager shall be appointed over the whole or any part of the Purchaser's business or assets or if being a partnership if an administration order or winding up order is made against the Purchaser or if the Purchaser suffers any other insolvency event or if the Purchaser shall suffer any analogous proceedings under foreign law;

"the Goods" means any goods or services manufactured, sold or supplied by the Company to the Purchaser;

"the Purchaser" means any person or party, which has agreed to buy the Goods from the Company;

"the Services" means any work, labour or services carried out by the Company for the Purchaser;

b. In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

c. In these Conditions headings will not affect the construction of these Conditions.

d. This Contract shall be governed by the laws of England and as a Contract in England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

e. The Purchaser hereby acknowledges that in entering into this Contract it has not been induced by or nor has it relied on any representation whether oral or in writing made by or on behalf of the Company.

## 2. TERMS AND CONDITIONS

a. All business is transacted and Contracts are deemed to be concluded upon these Conditions to the exclusion of all other terms and conditions, subject only to any written variation agreed by an authorised person of the Company. Any standard terms and conditions provided by the Purchaser or on any of the Purchaser's documentation shall not apply and these Conditions override any other communication used whether oral or written in any order or acceptance by the Purchaser.

b. Contracts are deemed to be concluded when the Purchaser's offer to purchase the Goods and/or the Services is accepted by the Company, whether verbally or in writing. Each order for Goods by the Purchaser from the Company shall be deemed to be an offer by the Purchaser to purchase Goods and for Services subject to these Conditions.

## 3. PRICES

Prices are based on prices current at the time that the estimate, quotation or Contract is given or concluded as the case may be but the Company reserves the right to raise the price in the event of any increase in the Company's costs that may take place between the conclusion of the Contract and the date such Goods and/or Services are delivered.

## 4. PAYMENT

a. Time for payment is of the essence of the Contract.

b. Unless the Purchaser has a credit account authorised by the Company, payment in full is required when the Goods are ready for delivery or the Services have been completed.

c. If the Purchaser has a credit account, payment in full is required no later than the end of the month following the date of the invoice relating to the Goods and/or Services supplied or such other date as agreed by the Company in writing.

d. If payment is in arrears the Company has the right to withhold any further deliveries of Goods and/or Services and/or to charge interest on all overdue balances, at the rate of 4% above the base rate of Barclays Bank from time to time and including the due date, but excluding the date of payment.

e. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

f. Any fees or charges, which may be incurred in the collection of overdue accounts, or bank charges associated with payment for the Goods and/or Services, will be chargeable to and payable by the Purchaser.

g. The Purchaser may not withhold or delay payment of any invoice or other amount due to the Company, or make any deduction by way of set off, counterclaim, discount, abatement or otherwise for any reason whatever.

h. All prices for Goods quoted are in sterling. Conversion of prices into any other currency shall be calculated using the Bank of England exchange rate prevailing at the date of quotation or invoice as the Company shall determine.

i. No payment shall be deemed to be received until the Company has received cleared funds.

j. Where delivery of the Goods and/or Services is made by instalments the Company may invoice the Purchaser for each instalment separately.

k. If any sum is unpaid by the Purchaser 30 days after it has fallen due to the Company or such other date as agreed by the Company in writing, then all sums owing to the Company by the Purchaser will immediately become

due and payable.

l. If the Purchaser is in breach of any of its obligations under this Contract all sums owing to the Company by the Purchaser will immediately become due and payable.

## 5. WARRANTY

a. The Company warrants for 12 months (with no limit upon the mileage of vehicles in which Goods are fitted or used or in respect of which Services are supplied) from the date of delivery of the Goods or completion of the Services ("Warranty Period") that the Company will repair any defective part or replace it with a new part free of charge, except for the costs of carriage and customs and other duties, provided that the Purchaser complies with the following conditions:-

i) On discovery by the Purchaser of any defect relating to the Goods and/or Services the Purchaser must report the said alleged defect to the Company as soon as reasonably practicable either by telephone or fax.

ii) If so required by the Company the Purchaser must return the allegedly defective Goods to the Company carriage paid within 14 days of the discovery of such alleged defect.

iii) The Purchaser must ensure that any such allegedly defective Goods returned to the Company are labelled as such showing the name of the Purchaser, the alleged defect and the date when the alleged defect was notified to the Company.

b. The Company does not give, either expressly or by implication, any warranty where any Goods supplied, repaired or reconditioned by the Company have been altered, repaired or re-assembled or modified by welding, drilling machinery or in any other way other than by the Company or an authorised sub-contractor of the Company ("Unauthorised Work") or where the said Goods have suffered damage caused by or arising from fair wear and tear, neglect, malicious damage, misuse, improper storage, corrosion or failure to follow the Company's instructions or the instructions of the Company's authorised sub-contractor (if any).

c. Any Unauthorised Work automatically voids all claims on the warranty and further the Company shall not be under any liability whether in contract, tort or otherwise in respect of Goods supplied or delivered for any injury damage or loss including consequential damage and loss (whether for loss of profit, loss of business, depletion of goodwill or otherwise) resulting or arising from such Unauthorised Work.

d. For the avoidance of doubt the Warranty Period starts from the date of delivery in accordance with paragraph 11 of these Conditions and not from the date the Purchaser fits or uses the Goods or from any later date whatsoever.

e. Where the Purchaser alleges that there is a defect in the Goods or Services provided by the Company to the Purchaser then the Company if it so requests must be given the opportunity to inspect the allegedly faulty part on the vehicle. In certain circumstances, at the discretion of the Company, the Company may obtain a report from an independent expert. The Company reserves the right to require payment in advance of any such inspection.

f. The findings of the Company, the Company's supplier, or the independent expert (as appropriate) in respect of any warranty claim shall be final.

g. On receiving notification from the Purchaser of an alleged defect the Company will decide if the part is to be returned to the Company or inspected in situ. If the Company agrees that the part is to be returned to the Company, the Purchaser shall complete the Company's warranty claim form and return the same to the Company within 7 days of receipt of the claim form.

h. On receiving the completed claim form from the Purchaser in respect of allegedly defective Goods, the Company will acknowledge receipt of the claim in writing to the Purchaser giving a warranty claim reference number. If it is agreed that the allegedly defective Goods are to be collected from the Purchaser by the Company's carrier, the Purchaser will receive a receipt from the carrier giving a warranty claim reference number. Warranty claims are deemed not to have been received by the Company unless and until the Purchaser has received a written acknowledgement, or receipt, giving a warranty claim reference number.

i. If on receipt of a warranty claim the Company, at its discretion, requires a report from an independent expert the Purchaser is still liable to pay for the Goods pending inspection of the Goods and production of the independent expert's report.

j. The Purchaser is also liable to pay the initial cost of obtaining the expert's report and the Company may require that this expense is paid by the Purchaser before the expert's report is commissioned.

k. Where a part is checked by the Company or an independent expert on behalf of the Company and the Company finds that the part is not defective or that it is defective due to Unauthorised Work, fair wear and tear, neglect, malicious damage, misuse, improper storage, corrosion, failure to follow the Company's instructions, or the instructions of the Company's authorised sub-contractor or any other reason by an act or omission of the Purchaser the Company reserves the right to make a charge to the Purchaser for labour. If payment of this charge is not made the part or unit will be returned to the Purchaser by the Company in a disassembled condition (this applies usually to engines or gear boxes).

l. All repairs in respect of defective parts will be carried out by the Company or an authorised sub-contractor of the Company. In the event of repairs being undertaken by an authorised sub-contractor of the Company, a price for the authorised sub-contractor's work must be agreed in advance by the Company.

m. Any replacement parts required for such repairs will be supplied by the Company unless the Company agrees in advance that such parts may be supplied by a third party. In such case the Company will not be liable for any amount by which the cost of the parts supplied by a third party exceeds the Company's prices for such parts.

n. It should be noted that the Company recommends that the radiator should be replaced when an engine is fitted. It is the responsibility of the Purchaser

to ensure that all ancillary parts and components are functioning correctly. The Company advises the Purchaser to pay particular attention to the viscous fan, radiator compressor and all the water lines and the Company does not accept any liability arising from the Purchaser's failure to follow the Company's advice.

o. If the warranty claim is accepted or verified by the Company the Company will credit the Purchaser's account and/or reimburse any monies paid by the Purchaser in relation to the defective Goods and, if appropriate, the cost of the expert's report.

p. If the warranty claim is rejected the Company reserves the right to charge the Purchaser the cost of the expert's report.

q. If the warranty claim is rejected by the Company the Purchaser will be notified and will be responsible for collecting the Goods from the Company. If such Goods are not collected by the Purchaser within 30 days of the Company notifying the Purchaser of the warranty claim being rejected, the Goods will be destroyed. The Company shall not be liable in any way whatsoever for any Goods destroyed in accordance with this paragraph.

r. The terms of the warranty provided by the Company does not include labour charges for the removal of fittings or parts repaired or replaced under the warranty agreement or towing or recovery charges, and these costs shall be the responsibility of the Purchaser.

## 6. EXTENT OF LIABILITY

a. The liability of the Company in respect of any warranty claims or defective Goods shall be limited to the obligations under paragraph 5 of these Conditions.

b. There shall be no liability at all for any defect notified to the Company otherwise than as specified in these Conditions.

c. The Company shall have no liability beyond such obligations under paragraph 5 of these Conditions nor shall the Company have any further liability once Goods are repaired or replaced.

d. All warranties, conditions and other terms expressed or implied by custom statute or otherwise are, to the fullest extent permitted by law, excluded from the Contract.

e. The Company shall be under no liability whatsoever to the Purchaser for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise) costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

f. In the event of any breach by the Company the remedies of the Purchaser shall be limited to damages.

g. Under no circumstances shall the liability of the Company in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise exceed the price of the Goods.

h. Nothing in these Conditions excludes or limits the Company's liability for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

## 7. PURCHASER'S SPECIFICATION

a. Where the Company supplies Goods to the Purchaser's own design and/or instructions the Purchaser warrants that it has supplied the Company with sufficient and accurate information about its requirements to allow the Company to supply the Goods in accordance with these Conditions.

b. Where drawings, designs, specifications, part numbers, instructions or materials are to be supplied by the Purchaser or the Purchaser is to supply or do any other thing prior to delivery of the Goods the Purchaser shall supply or do the same as soon as practicable after the date the Contract is concluded and in any event in time to allow the performance of an order for the Goods within the period required by the Purchaser provided always that if the Purchaser should fail to supply or do the same as aforesaid then the Company shall be at liberty to cancel an order for the Goods or to charge interest to the Purchaser on the price of the Goods at the rate of 4% above base rate of Barclays Bank from time to time in force from the date of an order for the Goods until the date of the actual payment of the price of the Goods.

c. The Company shall have no liability for any loss or liability (howsoever arising) in whole or in part arising from the unsuitability, inaccuracy or inadequacy of the design, specification or instructions given by or on behalf of the Purchaser and the Purchaser shall bear all such costs.

## 8. EXCHANGE

a. The Purchaser may not withhold or delay payment in respect of any Goods which are returned to the Company for exchange, whether under the warranty set out within paragraph 5 of these Conditions or otherwise. Any such surcharge will be refunded to the Purchaser by the Company when the Company has received the Goods returned and/or the warranty claim has been accepted.

## 9. SPECIAL ORDERS

a. Where the Purchaser orders Special Orders (being goods or quantities not normally stocked by the Company), the Company will not be obliged to accept them back unless they are defective.

b. Special Orders ordered by the Purchaser cannot be returned to the Company for credit.

c. The Company reserves the right to require payment in advance of delivery in respect of Special Orders.

## 10. RETURNED GOODS

a. Subject to paragraphs 8 and 9 above, in the case of Goods which are not defective and which have been supplied in accordance with the Contract the Company will accept return of the Goods at the original invoice price or current price (whichever is the lower) provided that:-

i) they are returned to the Company within seven days of delivery; and

- ii) the Company is satisfied that the Goods at the time of such return have not been used and are in the same condition as when delivered to the Purchaser by the Company; and
- iii) the Goods have been returned in the same packaging as that in which the Company delivered them.
- b. The costs of returning the Goods shall be sole responsibility of the Purchaser and the Company reserves the right to make a handling charge which shall be set off from any sums due to the Purchaser.
- c. The Purchaser is not entitled to credit for any payments made in relation to the returned Goods unless and until the provisions of clause 10(a) regarding return of the Goods have been complied with.

## 11. DELIVERY

- a. Unless otherwise agreed by the Company, delivery of the Goods shall take place at the Company's premises.
- b. Where Goods are to be delivered other than at the Company's premises, the Company may effect delivery by whatever means the Company thinks most appropriate and such Goods shall be deemed to have been delivered at the time of unloading.
- c. Any costs for delivery of Goods shall be agreed between the Company and the Purchaser at the time of the Purchaser placing the order to purchase the Goods.
- d. The Purchaser shall be responsible for all costs of delivery and if the Purchaser should fail to give all necessary instructions for delivery of the Goods or should otherwise cause or request delay in the delivery of the Goods the Purchaser shall in addition pay all storage and other costs incurred by the Company as a result.
- e. Any increase in delivery charges incurred by the Company after the date the order is placed for the purchase of Goods by the Purchaser shall be charged to and be payable by the Purchaser.
- f. Any date for despatch or delivery of the Goods specified by the Company (whether orally or in writing) is given as an estimate only and it is hereby expressly agreed that such date shall not be of the essence of the contract.
- g. Notwithstanding that the Company may have delayed or failed to deliver the Goods (or any of them) promptly the Purchaser shall be bound to accept delivery and to pay for the Goods in full.
- h. The Company shall not incur any liability whatsoever for any loss or damage resulting from delay in delivery however caused.
- i. Unless otherwise stated in writing the Company shall be entitled to make partial delivery of the Goods or delivery of the Goods by instalment and these Conditions shall apply to each such partial delivery and the Company may demand payment of the Goods comprised in each such instalment as if the Goods were the subject of a separate contract between the Company and the Purchaser.
- j. Where Services are to be supplied the Services shall be deemed to have been delivered at the time such Services are completed in accordance with the Contract.
- k. If for any reason the Purchaser will not accept delivery of the Goods, or the Company is unable to deliver the Goods and/or Services on time because the Purchaser has not provided appropriate instructions, documents, licences or authorisations:
- i) risk in the Goods shall pass to the Purchaser; and
- ii) the Goods will be deemed to have been delivered.

## 12. LOSS OR DAMAGE IN TRANSIT

- a. In the event of loss or damage in transit from any cause whatsoever (including causes which might be held to involve fundamental breach of contract) the liability of the Company shall be limited (at the Company's option) to replacing or repairing the Goods or refunding the cost of the Goods so damaged.
- b. In no circumstances shall the Company be liable for consequential loss (which includes without limitation, loss of profits, loss of business, depletion of goodwill and like loss) arising from loss or damage in transit.
- c. The Company shall not be liable for any such damage as is referred to above unless the Company and the carriers are notified of such damage or loss within 7 days of delivery.
- d. It is the responsibility of the Purchaser to examine the Goods immediately on receipt and the Purchaser shall be deemed to have done so.
- e. The Purchaser's signature, or signature on the Purchaser's behalf, on acceptance of delivery of the Goods shall be conclusive evidence that the Goods have been examined and accepted by the Purchaser.

## 13. VAT

All Goods sold by the Company may be subject to VAT, which will be charged at the applicable rate at the date of the invoice.

## 14. PARTS

All manufacturers names, numbers, symbols and descriptions are used for reference purposes only and do not imply that any Goods and/or Services or part listed is the product of these manufacturers.

## 15. TITLE

- a. All risk in Goods shall pass to the Purchaser on delivery.
- b. Goods shall remain the property of the Company until the price for them has been paid in full, meaning cleared funds has been received by the Company and all other sums due to the Company in respect of the Contract.
- c. Until such time as title in the Goods has passed to the Purchaser:-
- i) The Goods shall remain the sole and absolute property of the Company as legal and equitable owner and the Purchaser shall hold the goods as the Company's bailee; and
- ii) The Purchaser shall keep the Goods separate, properly stored, protected and insured and clearly identified as the Company's property; and
- iii) The Purchaser shall only be at liberty to sell the Goods or any product made from or with the Goods on the express condition that such agreement

- to sell shall be made by the Purchaser on its own behalf dealing as principal and any such sale shall be effected in the ordinary course of the Purchaser's business and at the full market value; and
- iv) The entire proceeds of selling, disposing or dealing with the Goods shall belong to the Company and be paid to the Company forthwith to the extent that the said price for the Goods has not previously been paid and pending discharge of this obligation such monies shall be held by the Purchaser in the same fiduciary capacity in a separate account as trustee of the Company and without prejudicing the Company's trading rights.
- d. The Company shall be entitled at any time to require the Purchaser to deliver the Goods to the Company and if the Purchaser fails to do so within the time required by the Company, the Company may forthwith enter any premises of the Purchaser or any third party where the Goods are stored and repossess the same making good any unreasonable damage caused by doing so;
- e. The Company shall not be responsible for and the Purchaser will indemnify the Company against all liability in respect of damage caused to such of the Purchaser's vehicles or premises in such repossession and removal of the Company's Goods provided it was not reasonably practicable to avoid such damage;
- f. The Company shall have a general lien over any goods for any monies whatsoever due from the Purchaser to the Company and whether arising under contract to which these Conditions apply or not. If the lien is not satisfied within a reasonable time the Company may, at its absolute discretion, re-sell the Goods as agents for the Purchaser and apply the proceeds towards the monies due in expenses of the sale and in the discharge of the monies due to the Company and shall upon accounting to the Purchaser for the balance remaining (if any) be discharged from any liability whatsoever in respect of the Goods;
- g. The Purchaser shall cease to be entitled to possession of the Goods if an Insolvency Event occurs in relation to the Purchaser;
- h. The Purchaser shall not without the express written authority of the Company deal with the Goods in any way which might result in the Goods becoming fitted, incorporated in or mixed with other goods of the Purchaser or of a third party and such other goods shall be stored separately from the Goods which shall be clearly marked and identified as the Company's property.

## 16. INSURANCE

- a. The Purchaser will be responsible for arranging insurance or extending their own insurance as appropriate to the full value of the Goods not paid in full and where the title has not passed under paragraph 15 above from the time that risk passes under paragraph 15 above.
- b. The Purchaser shall indemnify the Company for and against any loss or damage to or destruction of any of the Goods or any loss or damage suffered by the Company where the title rests with the Company after risk in the Goods has passed to the Purchaser.
- c. Any insurance monies received by the Purchaser in respect of the Goods shall be payable to the Company within thirty days of the receipt of such monies by the Purchaser.

## 17. EXPORT CONDITIONS

Where the Goods are supplied for export from the United Kingdom the provisions of this paragraph 17 will apply (subject to any special terms agreed in writing between the Company and the Purchaser) notwithstanding any other provision of these Conditions.

- a. Unless otherwise agreed in writing by the Company, the Goods shall be delivered Exworks and the Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- b. In the case of an Exworks transaction risk in the Goods shall pass to the Purchaser when Goods are placed on board ship notwithstanding that property in the Goods may not have passed to the Purchaser.
- c. The Purchaser shall be solely responsible for the payment of all import duties charges assessments and the obtaining of any necessary export and import licences in respect of the Goods and the Company shall be under no liability whatsoever in respect of the Goods exported without the necessary export licences.
- d. All contracts made between the Purchaser and the Company shall be governed and construed in accordance with English law in substitution to any other laws or international sales.
- e. Goods supplied for export from the United Kingdom are supplied in packaging suitable for road transportation only. If the Purchaser requires any other special packaging to be used, the Purchaser is responsible for informing the Company within a reasonable time before the Goods are ready for delivery and the Purchaser shall be liable for all costs in respect of any such special packaging requirements.

## 18. INTELLECTUAL PROPERTY

- a. The specifications and designs of the Goods (including the copyright, design right or the intellectual property in them) shall as between the parties remain the exclusive property of the Company.
- b. Where any designs or specifications have been supplied by the Purchaser for manufacture by or to the order of the Company then the Purchaser warrants that the use of those designs or specifications for the manufacture, processing, assembly, or supply of the Goods shall not infringe the rights of any third party.
- c. The Purchaser will indemnify and keep indemnified the Company against any claim that the use of the designs or specifications supplied by the Purchaser contravenes any third party's intellectual property rights.
- d. The Purchaser shall not without the Company's prior written consent allow any trade or service mark of the Company or other word or mark applied to the Goods to be obliterated, obscured or omitted and the Purchaser shall not use or apply any such word or mark without the Company's prior written consent.

## 19. TERMINATION

- a. The Company is entitled to terminate the Contract forthwith and without giving prior notice to the Purchaser if the Purchaser is in breach of any of its obligations herein notwithstanding the fact that the Purchaser may have rectified the breach.
- b. The Company is entitled to terminate any trading account with a Purchaser for any reason whatsoever or for no reason at all on giving at least [7] days notice in writing to the Purchaser.
- c. The right of the Company to terminate the Contract shall be without prejudice to all other rights of the Company under these Conditions which have accrued at the date of termination and in particular the Company shall not incur any liability whatsoever to the Purchaser for any loss (whether consequential or otherwise) suffered by the Purchaser as a result of such termination.
- d. Without prejudice to the generality of the foregoing, the termination shall not affect the right of the Company to full payment for the Goods.

## 20. PURCHASER'S INSOLVENCY

- a. The Purchaser hereby acknowledges that before placing an order it has expressly represented and warranted to the Company that it is not insolvent and is not the subject of an Insolvency Event
- b. If the Purchaser is subject to an Insolvency Event then without prejudice to any other rights of the Company the Company shall be at liberty to terminate the Contract in accordance with paragraph 19 and may suspend further deliveries and cancel this and any other Contract between the Company and the Purchaser without any liability attaching to the Company in respect of such suspension, termination or cancellation.

## 21. INDEMNITY

The Purchaser agrees to indemnify and keep indemnified the Company against all loss, damage, actions, claims, expenses and costs whatsoever and however arising whether directly or indirectly out of or in connection with any breach, non-observance or non-performance by the Purchaser of any of its obligations under these Conditions.

## 22. FORCE MAJEURE

- a. Whilst the Company intends to use all reasonable endeavours to perform each Contract promptly the Company may terminate, cancel, rescind and/or suspend for any period and/or reduce the quantities to be supplied under any Contract without any liability for resulting loss, injury or damage if the performance of its obligations under the Contract is adversely affected by circumstances of force majeure.
- b. For the purposes of the Contract force majeure shall be deemed to include but is not limited to any act of God, war, riot, civil commotion, governmental actions, acts of terrorism, strike, lock-out, sit-in, industrial or trade dispute, fire, flood, adverse weather, explosions, disease, accident to plant or machinery or shortage of any material, labour, electricity or other supply or any other cause whatsoever beyond the reasonable control of the Company [provided that if the event in question continues for a continuous period in excess of 60 days, the Purchaser shall be entitled to give notice in writing to the Company to terminate the Contract.]

## 23. SURVIVAL OF PROVISIONS

- a. The expiration of determination of this Contract, howsoever arising, shall be without prejudice to any provisions of the Contract (including these Conditions) which are to have effect after the date of expiration or determination.
- b. If any provision of the 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, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

## 24. WAIVER

No waiver by the Company of any breach of obligation of the Purchaser pursuant to this Contract shall constitute a waiver of any other prior or subsequent breach of obligation and in no way shall effect the other terms of the Contract.

## 25. CONSUMERS

Nothing within these Conditions shall affect the statutory rights of a Consumer.

## 26. NOTICES

- a. All notices required to be given by the Purchaser to the Company in respect of this Contract shall not be effective unless in writing and sent by fax, e-mail, by hand or by pre-paid first class post to the Company at its current address.
- b. Notices shall be deemed to have been received:
- i) if sent by pre-paid first class post, 2 clear days (excluding Saturdays, Sundays and public holidays) after posting;
- ii) if delivered by hand, on the day of delivery; and
- iii) if sent by fax or by e-mail at the time it is received and read by the Company.

## 27. THIRD PARTIES

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