

CONDITIONS OF SALE

1. Interpretation
- 1.1 In these Conditions
"BUYER" means the person or firm whose order for the Goods is accepted by the Seller.
"CONDITIONS" means the standard terms and conditions of sale set out in this document, the Acknowledgement of Purchase Order issued by the Seller, the specification issued by the Seller and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller.
"CONTRACT" means the Contract for the purchase and sale of the Goods.
"DELIVERY DATE" means the date for delivery specified in the Acknowledgement of Purchase Order issued by the Seller.
"GOODS" means the Goods (including any instalment of the Goods or any parts for them) which the Seller is to supply in accordance with these Conditions.
"PRICE" means the Price specified by the Seller in the Acknowledgement of Purchase Order.
"SELLER" means MONTRACON LIMITED (a private limited Company registered in England under Company number 7542484) having its registered office at Carr Hill, Doncaster, South Yorkshire, DN4 8DE.
"WRITING" includes facsimile transmission, e-mail and comparable means of communication.
- 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
2. Basis of Sale
- 2.1 The Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealings.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase the Goods pursuant to these Conditions.
- 2.3 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and Seller.
- 2.4 A quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or revise a quotation at any time prior to the Seller's acceptance of the Buyer's order.
- 2.5 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.
- 2.6 The description, illustrations and Prices contained in the Seller's catalogues, price lists and other advertising materials are intended to present a general idea of the Goods described in them and shall not form part of the Contract. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's risk; accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
3. Orders and Specifications
- 3.1 No order submitted by the Buyer (including telephone orders) shall be deemed to be accepted by the Seller unless and until confirmed in Writing on the Acknowledgement of Purchase Order signed by the Seller's authorised representative.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's Acknowledgement of Purchase Order one copy of which shall be signed and returned by the Buyer.
- 3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.
- 3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required for conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 3.6 No order, which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs, (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
4. Price of Goods
- 4.1 The Price of the Goods shall be the Price set out in the Seller's Acknowledgement of Purchase Order.
- 4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery to increase the Price of Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in Delivery Dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 Except as otherwise stated in Writing by the Seller all Prices given by the Seller are on an ex-works basis from the Seller's premises in the United Kingdom and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
- 4.4 The Price is exclusive of any applicable Value Added Tax, which the Buyer shall be additionally liable to pay the Seller.
5. Terms of Payment
- 5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the Price of the Goods on or at any time after notification by the Seller to the Buyer that the Goods are ready for delivery. In the event that the Buyer wrongfully fails to take delivery of the Goods the Seller shall be entitled to invoice the Buyer for the Price and for any storage charges incurred by the Seller in storing the Goods from the date of notification that the Goods are ready for delivery.
- 5.2 The Buyer shall pay the Price of the Goods in cleared funds within 5 working days of notification by the Seller that the Goods are ready for delivery. The Seller shall be entitled to recover the Price, notwithstanding that delivery may not have taken place, and title in the Goods has not passed to the Buyer. The time of payment of the Price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.3 If the Buyer fails to make any payment on the due date then, without prejudice or any other right or remedy available to the Seller, the Seller shall be entitled to:-
 - 5.3.1 cancel the Contract or suspend any further deliveries to the Buyer
 - 5.3.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other Contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - 5.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 3 per cent per annum above the Bank of England's HSBK Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 5.4 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
6. Delivery
- 6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed in Writing by the Seller, by the Seller delivering the Goods to that place. The Seller accepts no liability for any loss of damage to the Goods whatsoever arising after Delivery except in cases where the Seller has agreed to undertake transport out of its place of business when the Seller accepts responsibility only for repair or replacement of damaged or lost Goods where the cause of damage or loss was the result of the negligence of the Seller, its employees or agents to the exclusion of any other liability on the part of the Seller for loss of profits, charges or expenses whether direct or consequential and however arising.
- 6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods whatsoever caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted Delivery Date upon giving reasonable notice to the Buyer.
- 6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.4 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the Price of the Goods.
- 6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then without prejudice to any other right or remedy available to the Seller, the Seller may:
 - 6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
 - 6.5.2 sell the Goods at the best Price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the Price under the Contract or charge the Buyer for any shortfall below the Price under the Contract.
- 6.6 The Buyer shall be deemed to have accepted the Goods 24 hours after notification of readiness for collection by the Buyer.
7. Risk and Property
- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
 - 7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
 - 7.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any provision of these Conditions, title in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of all monies due by the Buyer or any of the Buyer's associated subsidiary or holding companies to the Seller (including any interest payable under condition I) or any of the Seller's associated subsidiary or holding companies under a Contract between them.
- 7.3 Until such time as title in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods properly stored and protected and separate from those of the Buyer and third parties and identified as the Seller's property.
- 7.4 The Buyer shall insure and keep insured the Goods to the full Price against all risks to the reasonable satisfaction of the Seller until the date that title in the Goods passes from the Seller and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 7.5 Notwithstanding that the Goods remain the property of the Seller, the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until title in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods whether tangible or intangible, including insurance proceeds shall be held in trust for the Seller and shall be kept separate from any monies or property of the Buyer and third parties and shall not be mixed with other money or paid into any overdraft bank account and shall be at all material times identified as the Seller's money and in the case of tangible proceeds, property stored, protected and insured as aforesaid.
- 7.6 Until such time as title in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 7.7 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 7.8 The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that title in the Goods has not passed from the Seller.
- 7.9 The Buyer shall promptly deliver the prescribed particulars of this Contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to the other rights of the Seller if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
8. "Himalaya" Clause
- 8.1 No servant or agent or subcontractor of the Seller performing the whole or any part of the Contract shall in any circumstances whatsoever be under any liability whatsoever to the Buyer or the Buyer's principal for any loss, damage or delay whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and ever exempting, limitation and condition contained in these Conditions to which the Seller is entitled is applicable to the servant, agent or sub-contractor and shall also be available to and shall extend to protect every servant, agent and sub-contractor as aforesaid and for the purposes of this Clause the Seller shall be deemed to be acting as agent on behalf of and for the benefit of the persons who are or may be the Sellers servant, agent or sub-contractor from time to time and all such persons shall to this extent be or be deemed parties to this Contract.
9. Warranties and Liability
- 9.1 Subject to the Conditions set out below, the Seller in respect of Goods manufactured by the Seller and sold by the Seller as new warrants that the Goods will correspond with their specification at the Delivery Date and will be free from defects in material and workmanship in respect of the chassis and Superstructure excluding tipper trailers for a period of 5 years or 500,000 kilometres (whichever is the shorter) from the Delivery Date and in respect of tipper trailers and all other items to be delivered by the Seller for a period of 2 years from the Delivery Date or 200,000 kilometres (whichever is the shorter). In the event that the Seller carries out any works of repair the Seller warrants that such repair will be free from defects for 1 year from completion of the said works. This warranty does not apply to Goods not of the Seller's own manufacture and does not apply to parts or equipment made or supplied by other manufacturers and identified as such in the specification in respect of which other Goods and Goods not of the Seller's own manufacture the Seller's sole responsibility is to pass on to the Buyer the benefit of the manufacturer's guarantee (if any) in relation to such parts and equipment so far as it is able to do so but without itself being in any way liable in respect of such parts or equipment for the period and to the extent set out in the specification.
- 9.2 Subject to Clause , the Buyer shall be deemed to have tested and examined the Goods upon delivery and have satisfied itself that they conform to the Contract. Any claim by the Buyer which is based on any effect in quality or condition of the Goods or their failure to correspond with the specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the Delivery Date or (where the defect failed was not apparent on reasonable inspection) within a reasonable time after discovery of defect or failure. If delivery is not refused and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the Price for the Goods that have been delivered in accordance with the Contract.
- 9.3 The Seller must be informed immediately in Writing of any claim and the relevant part must be despatched carriage paid to the Seller's works. Any unauthorised repairs carried out to the Goods shall invalidate all warranties whatsoever arising. The cost of transporting the Goods to the Seller's premises shall be the Buyer's sole responsibility.
- 9.4 The Seller's sole liability shall be to repair or at its sole option replace any defective Goods and the Seller shall not be liable for any indirect economic or consequential loss or damage including without limitation loss of profit or otherwise. For the avoidance of doubt no replacement vehicles will be issued free of charge by the Seller whilst any repairs are being undertaken and all vehicles must be returned to a place nominated by the Seller, at the Buyer's expense, for any warranty work to be undertaken.
- 9.5 The Seller shall not be liable for Goods' failure to comply with the warranty set out in Clause in any of the following events:
 - 9.5.1 any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
 - 9.5.2 any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's approval;
 - 9.5.3 the total Price for the Goods has not been paid by the due date for payment;
 - 9.5.4 failure to secure and properly maintain the Goods in accordance with the Seller's recommendations or fitting the Goods with any parts components or accessories other than those manufactured, recommended, and fitted by the Seller;
 - 9.5.5 the Goods are not sold by the Seller as new, such Goods shall bear such warranty as is specifically agreed between the Seller and the Buyer in the Contract.
- 9.6 Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.7 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.
- 9.8 Except as provided in this Clause, the Seller shall have no liability to the Buyer in respect of the Goods failure to comply with the warranty set out in Clause .
- 9.9 The terms implied by sections 13 – 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.10 Nothing in these Conditions shall limit or exclude the Seller's liability for:
 - 9.10.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 9.10.2 fraud or fraudulent misrepresentation;
 - 9.10.3 breach of the implied terms of section 12 of the Sale of Goods Act 1979;
 - 9.10.4 defective products under the Consumer Protection Act 1987; or
 - 9.10.5 any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
- 9.11 Subject to Clause :
 - 9.11.1 The Seller shall under no circumstances whatsoever 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
 - 9.11.2 The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstance exceed the Price of the Goods.
10. Force Majeure
- 10.1 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
 - 10.1.1 act of God, explosion, flood, pest, fire or accident, war or threat of war, sabotage, terrorism, insurrection, civil disturbance or requisition;
 - 10.1.2 acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;
 - 10.1.3 import or export regulations or embargoes;
 - 10.1.4 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
 - 10.1.5 difficulties in obtaining raw materials, labour, fuel, parts or Machinery;
 - 10.1.6 power failure or breakdown in machinery.
11. Indemnity
- 11.1 If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright design, trade mark or other industrial or intellectual property rights of any other person then unless the claim arises from the use of any drawing, design or specification supplied by the Buyer, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:
 - 11.1.1 The Seller is given full control of any proceedings or negotiations in connection with any such claim,
 - 11.1.2 The Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;
 - 11.1.3 Except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);
 - 11.1.4 The Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and the Seller shall not be liable to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);
 - 11.1.5 The Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of such claim; and
 - 11.1.6 Without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damage, costs or expenses for which the Seller is liable to indemnify the Buyer under this Clause.
12. Seller's right of Termination
- 12.1 This Clause applies if:-
 - 12.1.1 The Buyer fails to observe or perform any of its obligations under the Contract and fails to remedy such breach (if remediable) within 10 working days of the Seller's notice to do so;
 - 12.1.2 The Buyer refuses to take delivery or collect any of the Goods in accordance with the terms of the Contract;
 - 12.1.3 An encumbrancer takes possession of or a trustee or administrative or other receiver or similar officer is appointed in respect of all or any material part of the business or assets of the Buyer or distress or any form of execution is levied or enforced upon or sued out against any such assets and is not discharged within 7 of being levied, enforced or sued out;
 - 12.1.4 The Buyer is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or suspends or threatens to suspend making payment whether of principal or interest with respect to all or any class of its debts
 - 12.1.5 The Buyer convenes a meeting of its creditors or prepares or makes any arrangement or composition with, or any assignment for the benefit of its creditors or a petition is presented or other steps are taken for making an administration order against or for winding up of the Buyer (other than for the purposes of and following by a reconstruction previously approved in Writing by the Seller), unless during or following such reconstruction the Buyer becomes or is declared to be insolvent;
 - 12.1.6 Buyer ceases, or threatens to cease, to carry on business; or
 - 12.1.7 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 12.2 If this Clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 12.3 The Buyer shall notify the Seller forthwith of the happening of any of the events referred to in Clauses to inclusive.
- 12.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
13. Export Terms
- 13.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions the latter shall prevail.
- 13.2 Where Goods are supplied for export from the United Kingdom, the provisions of this Clause 14 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.
- 13.3 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.
- 13.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered in accordance with the Incoterm FCAT.c.a. the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 13.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment or in respect of any damage during transit.
- 13.6 Payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank acceptable to the Seller or, if the Seller has agreed in Writing on or before acceptance of the Buyer's order to waive this requirement, by acceptance by the Buyer and the delivery to the Seller of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of the Seller at such branch of the Seller's Bank in the United Kingdom as may be specified in the bill of exchange.
- 13.7 The Buyer undertakes not to actively seek to resell the Goods in any country notified by the Seller to the Buyer at or before the time the Buyer's order is placed, or to sell the Goods to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods in any such country.
14. Intellectual Property
- 14.1 All specifications, patterns, drawings, photographs and information provided by the Seller to the Buyer shall remain the exclusive property of the Seller and shall not be disclosed by the Buyer to any third party without the Seller's consent in Writing.
- 14.2 No right or licence is granted under this Contract to the Buyer under any patent, trade mark, copyright, registered design or other intellectual property right of the Seller.
15. General
- 15.1 The Seller is a member of a group of companies accordingly the Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Seller.
- 15.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may be at the relevant time have been notified pursuant to this provision to the party giving notice and shall be deemed to have been received after 48 hours after posting (in the case of first class, recorded delivery or registered post) of 12 hours after despatch (in the case of facsimile or e-mail) or immediately (in the case of personal delivery).
- 15.3 The failure to exercise or delay in exercising any right or remedy under the Contract shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies as to single or partial exercise of any right or remedy under the Contract shall prevent further exercise of the right or remedy or the exercise of any other right or remedy.
- 15.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 15.5 A person who is not a party to the Contract shall have no rights to enforce its terms.
- 15.6 The Contract shall be governed by and construed in accordance with the laws of England, and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.