

All customers agree to be bound by terms and conditions of service set forth below.

1. Definitions and Interpretation

1.1 In these terms and conditions and our dealings with you the following words have the meanings given:-

"Business Day" means any day other than a Saturday, Sunday or a public or bank holiday in England, Wales, Scotland or Northern Ireland between the hours of 09:00 and 17:30;

"Weekend" means a Saturday or Sunday between the hours of 09:00 and 17:30;

"Contract" means a legally binding arrangement for the purchase by the Customer of Products or Services or Support from Networking Support Services Ltd incorporating these terms and conditions and arising from the acceptance by Networking Support Services Ltd of an Order;

"Customer" means the person, firm or company ordering Products or Services;

"You" means the person, firm or company ordering Products or Services;

"Your" means the person, firm or company ordering Products or Services;

"We" means Networking Support Services Ltd. or an authorised employee.

"Us" means Networking Support Services Ltd. or an authorised employee.

"Our" means Networking Support Services Ltd. or an authorised employee.

We may use the abbreviation "NSS". When we do we are referring to Networking Support Services Ltd.

"Default" shall mean any breach by either party of its obligations under a Contract, any default, act, omission, negligence or statement by either party, its employees, agents or sub-contractors arising out of or in connection with a Contract and in respect of which either party may be legally liable; Networking Support Services Ltd may appoint at its discretion a sub-contractor to provide the Services to the Customer;

"Intellectual Property Rights" means copyright, patent, trademark, service marks, registered designs, sui generis rights, know-how, confidential information, trade or business names or other similar rights together with applications for any of the foregoing;

"Licence Agreement" means any licence agreement relating to use of software;

"Order" means any written, electronically transmitted or verbal order for products, or products and Services, received by Networking Support Services Ltd. from the customer;

"Services" means any configuration, advice, support or installation services provided by Networking Support Services Ltd to the Customer of products either supplied by Networking Support Services Ltd. or by the customer;

"Software" means any computer software supplied by Networking Support Services Ltd, howsoever it is supplied.

"Firmware" means any embedded computer programme or software supplied by Networking Support Services Ltd, howsoever it is supplied.

"Confidential Information" all information of whatsoever nature (whether oral, written or in any other form) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind or in the nature of Specifications and relating either to the Products, the Seller or the Buyer (as the case may be);

"Delivery Address" the address for delivery of the Products as stated on the Purchase Order;

"Price" the amount payable for the Products as specified in the Purchase Order and payable in accordance with the terms of this Agreement. Unless otherwise stated all prices are exclusive of VAT which would be added at the time of order;

"Products" such products to be sold by the Seller to the Buyer as may be determined from time to time by the Seller and Buyer;

"Purchase Order" the Buyer's purchase order for the Products;

"Specifications" any plans, drawings, data or other information relating to the Products;

1.2 All other words and expressions are to be given their normal English meaning taken in the context of the Contract. Any dispute as to the meaning of a word is to be settled by reference to the Oxford English Dictionary.

1.3 Any reference to a clause shall mean a clause of these terms and conditions unless otherwise stated.

1.4 The use of headings in these terms and conditions shall be for convenience only and shall not affect the interpretation of these terms and conditions.

1.5 Reference to any statute or statutory provision or any other regulation includes any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

2. Contract Formation

2.1 All Orders submitted by the Customer to Networking Support Services Ltd and accepted by Networking Support Services Ltd shall be subject to these following terms and conditions which shall form part of and govern any Contract.

2.2 Acceptance by the Customer of any estimate or quotation for Products and/or Services issued by Networking Support Services Ltd shall be deemed to be acceptance of these terms and conditions.

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2.3 Any terms and conditions appearing in any Order or other document whatsoever issued by the Customer shall be void and of no effect and these terms and conditions shall override any previous agreements relating to the provision of Products or Services between the parties.

2.4 No waiver of or amendment to these terms and conditions shall be effective unless made in writing and signed by a director of Networking Support Services Ltd. Purported amendments by E-Mail or telephone will not be effective.

2.5 The Contract contains the entire agreement of the parties in relation to the supply of Products or Services or Support by Networking Support Services Ltd to the Customer and the Customer irrevocably waives any right it might have to claim for damages and/or to rescind a Contract because of any misrepresentation by Networking Support Services Ltd (unless such misrepresentation was made fraudulently) or any warranty not contained in the Contract.

3. Price

3.1 All prices for Products or Services stated in any quotation, estimate or acceptance of Order are those current at the time of the Customer's enquiry.

3.2 The price payable by the Customer for Products or Services will be the price as quoted in the Purchase Order and unless otherwise agreed in writing will be:

(a) exclusive of Value Added Tax or other applicable sales tax whether in substitution or in addition which shall be paid by the Customer at the rate from time to time in force.

(b) exclusive of Networking Support Services Ltd's charges for delivery and handling unless otherwise stated.

3.3 Networking Support Services Ltd shall not be entitled to increase the Price (whether on account of increased material, labour or otherwise) without the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed.

3.4 Networking Support Services Ltd will not increase the price of any product after acceptance of the order where the product is available from our stock, irrespective of any price changes from the manufacturer.

3.5 When an item quoted or estimated is a product that we do not stock and our supply price increases we reserve the right to supply the Customer with an amended price. The customer may cancel the order for the specific product or pay our revised price at the customer's discretion.

3.6 Where an estimate or quotation is provided for Services or Support it assumes the customer's equipment is functioning correctly prior to our undertaking of said Service or Support and that there are no hardware faults or infections with computer viruses or malware. Networking Support Services Ltd reserves the right to charge the Customer at its current hourly rate for unreasonable delays caused by faulty equipment or viral infections or malware or other circumstances beyond our reasonable control.

3.7 Clause 3.6 does not apply when Networking Support Services Ltd have been specifically asked to resolve a problem caused by faulty hardware or infection of computer systems by viruses or malware and Networking Support Services have been made fully aware of this fact prior to work commencing.

4. Payment

4.1 Networking Support Services Ltd may at its discretion offer credit terms to the Customer subject to the status of the Customer and completion by the Customer of a credit application form supplied by Networking Support Services Ltd. Such credit terms shall be determined by Networking Support Services Ltd and confirmed in writing with the Customer.

4.2 Unless and until credit terms are granted, the Customer will pay for any Products or Services on a "cash with order" basis in which case the Customer should allow at least three (3) Business Days for the payment to be credited to Networking Support Services Ltd's account. Networking Support Services Ltd reserves the right not to release any Products or provide any Services until all such payments are cleared and credited to Networking Support Services Ltd's bank account.

4.3 Where credit terms are granted, and unless other terms are granted in writing, the Customer will pay no later than **seven (7) days** following the date of Networking Support Services Ltd's invoice and Networking Support Services Ltd reserves the right to suspend deliveries or Support where payment is delayed.

4.4 Where Credit terms are granted, no amendments will be effective unless made in writing and signed by a director of Networking Support Services Ltd. Purported Amendments by E-Mail or telephone will not be effective.

4.5 If Products are delivered in instalments Networking Support Services Ltd reserves the right to invoice each instalment as and when delivery is made to the Customer in which case payment shall be due in accordance with clause 4.2 or 4.3 above notwithstanding non-delivery of other instalments or fulfilment of the entire order.

4.6 If any payments are overdue the Customer may be placed on credit hold and no further Products or Services or Support will be delivered or made available to the Customer until all payments due to Networking Support Services Ltd under the Contract have been paid. Networking Support Services Ltd may at its discretion, withdraw credit facilities in the event of any breach of this contract by the Customer.

4.7 If payment is not received by the relevant due date Networking Support Services Ltd may:

(1) Charge the Customer interest on any overdue amount (on a daily basis) from the due date of payment to the date of actual payment (both dates inclusive) at the rate of four

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- (4) per cent per annum above the Bank Of England Base Rate for the time being in force.
- (2) Take legal action for the recovery of any amount due and interest thereon at the rate specified in clause 4.7(1) above together with costs payable on a Solicitor and own Client basis.
- 4.8 All payments made by the Customer to Networking Support Services Ltd shall be in sterling in immediately available funds free and clear of any right of set off or counter claim or any withholding or deduction whatsoever.
- 4.9 Only a director of the company may agree terms of payment whereby the Customer may defer payment to Networking Support Services Ltd until receipt of monies from a third party.
- 4.10 Any agreement in 4.9 must be in writing, prepared before and referred to in the Customer's Purchase Order and will not constitute a guarantee of performance to the Customer of any third party.
- 4.11 The customer agrees to make all payments due under this contract irrespective of any dispute or claim the Customer may have with or against any third party.
- 4.12 Payment for all monthly Support Contracts is due in cleared funds by the first day of each and every calendar month without exception and is to be paid by standing order or electronic transfer into the bank account nominated by Networking Support Services Ltd.
- 4.13 Payment for all annual Support Contracts will be made by cheque or electronic bank transfer prior to support commencing. Networking Support Services Ltd. reserves the right to wait for any payment to clear the banking system prior to commencing Support.

5. Title

- 5.1 Risk of damage to or loss of the Products shall pass to the Customer upon delivery to the address specified in the Purchase Order in accordance with Clause 6.
- 5.2 Full legal, beneficial and equitable title to and property in any Products shall remain vested in Networking Support Services Ltd (even though they have been delivered and risk has passed to the Customer) until:
- (a) payment in full of the purchase price (together with any interest and VAT thereon) and in cleared funds has been received by Networking Support Services Ltd in respect of those Products; and
 - (b) all other amounts payable by the Customer to Networking Support Services Ltd have been received by Networking Support Services Ltd.
- 5.3 Title to and property in Products will remain with Networking Support Services Ltd notwithstanding that the relevant Products have been incorporated in or affixed to other products including, for the avoidance of doubt, the storage of or incorporation of any Software in ROM, RAM or any other hardware, software or firmware or other media whatsoever.
- 5.4 Until full legal, beneficial and equitable title to and property in any Products passes to the Customer,
- (a) the Customer shall hold the Products on a fiduciary basis as Networking Support Services Ltd 's bailee
 - (b) the Customer will store those Products delivered to its premises in a proper manner and condition which adequately protects and preserves the products and shall insure them, without any charge to Networking Support Services Ltd and not tamper with any identification upon the products or their packaging and shall ensure that they are stored separately from any other goods (whether or not supplied by Networking Support Services Ltd) and are clearly identifiable as belonging to Networking Support Services Ltd and Networking Support Services Ltd shall be entitled to examine any such Products in storage at any time during normal business hours upon giving the Customer reasonable notice to do so.
 - (c) Networking Support Services Ltd may at any time, on demand and with prior notice, require the Customer to deliver the Products up to Networking Support Services Ltd and may repossess and resell the Products if any of the events specified in Clause 15 occurs or if any sum due to Networking Support Services Ltd from the Customer under this contract is not paid when due.
- 5.5 If the Customer fails to redeliver any Product on demand in accordance with clause 5.3, Networking Support Services Ltd shall be entitled with notice, without incurring any liability to the Customer, to enter the Customer's premises for the purpose of taking possession of the Product, and to take such steps as are necessary to remove the Product including the right to dismantle any product into which the Product has been incorporated and the right to detach the Product from any other goods to which the Product has been attached, provided that this can be done without damaging any product or the premises into which it has been incorporated.
- 5.6 The Customer shall fully indemnify Networking Support Services Ltd in respect of all Networking Support Services Ltd 's costs (including legal costs) in connection with enforcing the provisions of clause 5.5.
- 5.7 Where a Product is sold or otherwise disposed of to a third party before title to and property in it has passed to the Customer, the sale will constitute a sale by the Customer of Networking Support Services Ltd 's property, and the Customer shall hold on trust for Networking Support Services Ltd such sum as represents, or is equivalent to, the price at which the Product concerned was invoiced by Networking Support Services Ltd to the Customer.

6. Delivery

6.1 Networking Support Services Ltd shall use its reasonable endeavour to deliver Products by the date stated upon the relevant acceptance of any Order but failure to do so shall not constitute a breach of this contract.

6.2 Any dates quoted or mentioned by Networking Support Services Ltd for delivery of the Products or the provision of the Services whether verbally or otherwise are estimates only and whilst Networking Support Services Ltd will use all reasonable endeavours to meet such dates it cannot guarantee to do so.

6.3 Time will not be of the essence in the delivery of the Products or the performance of the Services.

6.4 Networking Support Services Ltd shall deliver the Products to such address or addresses as notified by the Customer to Networking Support Services Ltd for each order, subject to prior agreement with the Customer. Networking Support Services Ltd shall be entitled to make partial deliveries of the Products or deliveries of the same by instalments. A signed delivery note shall be satisfactory proof that delivery has taken place.

6.5 Notwithstanding clause 5 above, the risk in any Product shall pass to the Customer on delivery of the same to the Customer at the address given by the Customer to deliver the Products.

6.6 All illustrations or specifications contained in any catalogues or publicity material produced by Networking Support Services Ltd are approximate only and are only intended to convey a general idea of the Products or Services.

6.7 Networking Support Services Ltd will accept no liability for non-delivery or non-collection of, loss of or damage to any Products occurring prior to the collection or delivery of the same to the Customer and no claim that the Products are not in accordance with the Contract will be accepted by Networking Support Services Ltd unless claims to that effect are notified in writing to Networking Support Services Ltd (with a copy to Networking Support Services Ltd 's carrier in the case of non-delivery, non-collection, loss or damage):

(a) within two days of delivery or collection in the case of loss, damage, or non-compliance with the Contract; or

(b) within two days of receipt of Networking Support Services Ltd 's invoice in the case of non-delivery.

6.8 In the event of a valid claim by the Customer under clause 6.7, Networking Support Services Ltd will at its option replace or repair the Product at its own expense but will be under no other liability to the Customer with respect to such claim whether in contract or in tort. All Products (or any part) replaced by Networking Support Services Ltd will become Networking Support Services Ltd 's property upon replacement.

6.9 If the Customer fails to give notice in accordance with clause 6.7, it will be deemed to have accepted the Products, the Products will be deemed to be in accordance with the Contract and the Customer will be bound to pay for the same.

7. Services

7.1 Where the Customer requires Networking Support Services Ltd to carry out any configuration or installation services as defined in clause 1.1 herein either for the Customer and /or the end-user, Networking Support Services Ltd shall do so as sub-contractor to the Customer and this agreement and the terms contained herein shall constitute the sub-contract.

7.2 Networking Support Services Ltd will use all reasonable endeavours to provide the Services in accordance with the terms of the Contract and will ensure that the Services will be provided with all reasonable care and skill and by suitably trained persons.

7.3 If the Services are to be provided according to a timetable ("the Timetable") Networking Support Services Ltd shall use all reasonable endeavours to adhere to the timetable in providing the Services but, save as stated herein, time shall not be of the essence in the provision of the Services.

8. Cancellation and Return

8.1 Except as provided herein, the Customer shall not be entitled to return any Product or cancel any Orders which Networking Support Services Ltd has accepted without Networking Support Services Ltd 's prior written agreement and any such cancellation or return shall be subject to the Product returned being :-

(1) accompanied by a reference to a returns note number issued by Networking Support Services Ltd

(2) in "mint" condition, defined as being the condition that they were in at the time and point of delivery to the customer

(3) complete with all original packing

8.3 Unless otherwise agreed in writing, the Customer shall be responsible for the cost of carriage and insurance in respect of all Products returned to Networking Support Services Ltd, which Products shall also be at the Customer's risk until actual receipt by Networking Support Services Ltd.

8.4 Notification of the Products to be returned must be made within seven (7) days of the date of original invoice and unless otherwise agreed the products must be returned within 10 days of acceptance of the return by Networking Support Services Ltd.

9. DOA Policy

9.1 Any Products failing within the specified period of Networking Support Services Ltd 's invoice to the customer shall be returned to Networking Support Services Ltd within 10 days of the date of advising the return to Networking Support Services, at the Seller's expense, for full credit to the Customer, subject to the product not having become discontinued as defined by the manufacturer.

9.2 The specified period in 9.1 will be 14 days for all products

9.2 Products not returned within 10 days of notification will not be credited

9.3 All products must be returned with their original packaging.

9.4 On acceptance of the returned product, a credit note will be issued by Networking Support Services Ltd to the Customer for 100% of the value originally invoiced.

9.5 Unless otherwise agreed, this clause does not apply to Laptop computers with cracked or damaged screens.

10. Warranties

10.1 Networking Support Services Ltd. to the extent that it is permitted to do so, hereby assigns the benefit of any guarantee or warranty covering any defects in Products received by Networking Support Services Ltd under an agreement with the manufacturer or supplier of the relevant Product.

10.2 The warranty service (if any) will be that provided by the manufacturer and any validation procedures relating to that warranty service are the responsibility of the Customer.

10.3 Networking Support Services Ltd may in its discretion offer Support or maintenance services with respect to Products.

10.4 The warranty of the manufacturer or supplier is in lieu of all other terms or conditions whether express or implied concerning the quality or fitness for purpose of Products and all such other terms and conditions are hereby excluded.

10.5 If any services are provided by Networking Support Services Ltd. Networking Support Services Ltd warrants that the Services will be carried out with reasonable care and skill and by suitably trained persons.

11. Liability

11.1 The maximum liability of Networking Support Services Ltd whether in contract, tort or otherwise for any direct physical damage to tangible property of the Customer caused by a Default by Networking Support Services Ltd shall be limited to the lesser of £1,000 per incident or series of incidents or an amount equal to the sums paid by the Customer under the Contract during the preceding 6 months.

11.2 The maximum aggregate liability of Networking Support Services Ltd to the Customer whether in contract, tort or otherwise for any direct loss or damage (other than to tangible property) suffered by the Customer as a result of any Default of Networking Support Services Ltd shall be limited in aggregate to the lesser of £2,000 or an amount equal to the sums paid by the Customer under the Contract during the preceding 12 months.

11.3 Networking Support Services Ltd shall not be liable to the Customer whether in contract, tort or otherwise and even if foreseeable by or in the contemplation of Networking Support Services Ltd for:-

(a) any loss of profits, business, revenue, goodwill, data or anticipated savings, whether sustained by the Customer or any other person; or

(b) any special, indirect, or consequential loss whether sustained by the Customer or any other person.

11.4 Any advice or recommendations given to the Customer by Networking Support Services Ltd or its employees or agents as to storage, application, use or preference of the goods which is not confirmed in writing by Networking Support Services Ltd, is followed or acted upon entirely at the Customer's own risk and accordingly Networking Support Services Ltd shall not be liable for any such advice or recommendation which is not so confirmed.

12. Intellectual Property Rights

12.1 All Intellectual Property Rights in or relation to the Products (including any manuals and operating documentation relating thereto) or in any materials (including Software) created by Networking Support Services Ltd during the course of providing the Services shall vest Networking Support Services Ltd or its suppliers as the case may be and the Customer shall have no title to or interest in any such Intellectual Property Rights except to the extent specifically agreed by Networking Support Services Ltd.

12.2 The Customer will notify Networking Support Services Ltd immediately if it becomes aware of any illegal or unauthorised use of any of the Products or any of the Intellectual Property Rights in the Products and will assist Networking Support Services Ltd and/or its suppliers in taking all steps necessary to defend the owners' rights.

12. Unless specifically authorised under a Licence Agreement, the Customer undertakes that it shall not (and that it shall not employ nor permit any third party) attempt to copy, adapt, amend, disassemble, de-compile or reverse engineer Software or any part thereof except to the extent allowed by English law.

13. Confidentiality

13.1 Each party shall treat as confidential all information obtained from the other and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent.

13.2 This clause shall not extend to any information which was rightfully in the possession of a party prior to the commencement of the negotiations leading to a Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of the clause) or which is trivial or obvious.

13.3 Each party shall ensure that its employees are aware of and comply with the provisions of this clause.

13.4 This clause shall apply for a period of 2 years following any termination of this contract

14. Termination

14.1 Without prejudice to any other rights or remedies Networking Support Services Ltd might have against the Customer Networking Support Services Ltd may terminate a Contract or suspend the performance of its obligations under a Contract forthwith by notice in writing to the Customer if:-

(a) the Customer defaults in making payment for any of the Products or Services supplied by Networking Support Services Ltd within seven days of its due date; or

(b) the Customer defaults in any of its obligations under these terms or a Contract; or

(c) the Customer makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Defaulting Party; or

(d) the Customer is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 be unable to pay his debts or any steps are taken to wind up the Customer, or an administrator, administrative receiver or receiver is appointed over the Customer's business or any part of its assets.

14.2 Upon termination of a Contract under clause 14.1, Networking Support Services Ltd shall have the right, without prejudice to any other right or remedy available, to enter the Customer's premises and repossess the Product or any of them and shall have the right to dismantle any machinery, product, item or equipment into which the Product or any of them have been incorporated and the Customer shall be responsible for all Networking Support Services Ltd 's costs and expenses in connection with so doing.

14.3 Those clauses capable of surviving termination shall do so.

15. Variations

15.1 Networking Support Services Ltd reserves the right to modify these terms and conditions. The most up to date copy is always available to view on <http://www.networkingsupportservices.co.uk>. Any such modification will apply on the effective date specified in the said notice to all Orders which are accepted by Networking Support Services Ltd on or after the date of notice. The Customer shall have thirty days from the date of notice within which to cancel any Order sent to Networking Support Services Ltd prior to the date of notice and not accepted by Networking Support Services Ltd at that date. The effective date of these terms and conditions is contained in the footer of these Terms and Conditions. The latest published Terms and Conditions immediately revoke all previous Terms And Conditions.

16. Assignment

16.1 The Customer shall not assign or otherwise transfer any of its rights or obligations under a Contract whether in whole or in part without the prior written consent of Networking Support Services Ltd which shall not be unreasonably withheld.

17. Personnel

17.1 The Customer acknowledges that Networking Support Services Ltd has incurred significant costs in recruitment and training its employees to enable them to provide the Services. Accordingly the Customer agrees that it will not, and it will ensure that no other company within its Group will not, solicit or approach in any way, any of Networking Support Services Ltd 's employees who are involved in the provision of the Services with a view to offering them employment or to solicit services from them on their own account (whether for the Customer or another party) during the period of the Contract and for a period of six (6) months after termination or expiration of the Contract.

17.2 The Customer acknowledges that damages will not be an adequate remedy for Networking Support Services Ltd if the Customer breaches clause 7.1 and that Networking Support Services Ltd will be entitled to seek injunctive relief and any other equitable remedies with respect to such breach.

17.3 If any employee of Networking Support Services Ltd leaves the employment of Networking Support Services Ltd as a result of a breach by the Customer of clause 17.1 and commences

employment with, or provision of services to, the Customer or any other member of the Customer's Group it shall pay Networking Support Services Ltd 50% of the higher of:-
(a) the annual salary (including any benefits-in-kind, bonus payments, commissions and other emoluments) of the employee at the date that they ceased to be an employee of Networking Support Services Ltd; and
(b) the annual salary of the employee at the time they commence employment by the Customer or other member of the Customer's Group and the Customer acknowledges that any such payment is by way of liquidated damages and is a reasonable and genuine pre-estimate of Networking Support Services Ltd 's losses.

18. Invalidity

18.1 If any provisions, or portions thereof, of a Contract are held to be invalid and unenforceable under any applicable statute or rule of law, they are to that extent to be deemed omitted and the validity and/or enforceability of the remaining provisions of the Contract shall not be impaired or affected by that omission.

19. Force Majeure

19.1 Neither Networking Support Services Ltd nor the Customer shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Products, if the delay or failure is beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control: -

19.1.1 Act of God, explosion, flood, tempest, fire or accident

19.1.2 war, terrorism, sabotage, insurrection, civil disturbance or requisition;

19.1.3 acts, restrictions, regulations, bye laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

19.1.4 import or export regulations or embargoes;

19.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of either the Seller or the Buyer or of a third party);

19.1.6 power failure or breakdown in machinery.

20. Notices

20.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the registered address of the party in question.

21. Law

21.1 All Contracts shall be governed by, and construed in accordance with, English law and the parties submit to the exclusive jurisdiction of the English courts.

22. Waiver

22.1 The waiver by either party of a breach or default of any of the provisions on this Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder operate as a waiver of any breach or default by either party.

23. Rights of Third Parties

23.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract. No person who is not a party to this Contract (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause.