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shall provide suitable lifting tackle for erection and all fuel stores materials or instruments required for commissioning and/or trials. Should any of these be provided by the Seller the same will be charged extra.

- 14 Where the Seller has quoted for fixing or erection this is based on the work being executed during ordinary working hours and overtime working will be charged extra.
- 15 When machines are to deal with liquids, matter in suspension, acids, fabrics etc. full particulars must be given by the Buyer to the Seller prior to the Buyer placing an order and also instructions must be given regarding any special materials to be used and a description of peculiarities observed during the use of existing machinery under similar conditions.
- 16 The goods comply with supplier's obligations as laid down in the Factories Acts but do not include any fences or guards that may be required to enable the Buyer to comply with the said Act.
- 17 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 obligation 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 should be regarded as causes beyond the Seller's reasonable control:
 - 17.1 Act of God, explosion, flood, tempest, fire or accident
 - 17.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition, terrorism or threat of terrorism
 - 17.3 Acts restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental parliamentary or Local Authority
 - 17.4 Import or export Regulations or embargoes.
 - 17.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or a third party)
 - 17.6 Difficulties in obtaining raw materials, labour, fuel parts or machinery.
 - 17.7 Power failure or breakdown in machinery.
- 18 The Buyer shall indemnify the Seller against any breach of patent copyright design trademark or other industrial or intellectual property rights of any other person which infringement arises from the Seller's compliance with any drawing design or specification supplied by the Buyer such indemnity to extent to all loss damages costs and expenses awarded against or incurred by the Seller in connection with any such claim or paid or agreed to be paid by the Seller in settlement of such claim.
 - 19.1 This clause applies if: -
 - 19.1.1 The Buyer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Buyer (within the meaning of the Insolvency Act 1986);

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- 19.1.2 An encumbrancer takes possession or a Receiver is appointed of any of the property or assets of the Buyer or
- 19.1.3 The Buyer ceases or threatens to cease to carry on business
- 19.1.4 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
- 19.2 If this clause applies then without prejudice to any other right of 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.
- 20.1 Where the goods are supplied for export from the United Kingdom the provisions of the clause shall apply notwithstanding any other provision of these conditions.
- 20.2 In these terms and 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.
- 20.3 Unless otherwise agreed in Writing between the Buyer and the Seller where the Seller is to deliver the goods abroad the goods shall be delivered FOB 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.
- 20.4 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon.
- 20.5 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. Shipping specifications and weights, outline drawings and dimensions given with quotations are approximate only.
- 21 If a 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 a 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:
- 21.1 the Seller is given full control of any proceedings or negotiations in connection with the claim;
- 21.2 the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;

- 21.3 except pursuant to a final award, the Buyer shall not pay or accept the claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);
- 21.4 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 this indemnity shall not apply 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);
- 21.5 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 any such claim; and
- 21.6 without limiting any duty of the Buyer at common law, the Seller may require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this clause.
- 22 The Contractual Documents do not create any rights enforceable by any person not a party to them.
- 23 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or of any other provision.
- 24 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 the conditions and the remainder of the provision in question shall not be affected thereby.
- 25 Any dispute arising under or in connection with these conditions or the sale of the goods shall be referred to Arbitration by a single Arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Institution of Electrical Engineers.
- 26 The Contract and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes and claims) shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.