

GRAINGER & WORRALL

Standard Terms & Conditions Of Supply

Issue 2

Dated 31st July 2025





1. Interpretation

In these Terms:

- 1.1. **"Buyer"** means the person who accepts the Seller's written price indication for the sale of the Goods and the provision of the Casting Design or whose written order for the Goods is accepted by the Seller.
- 1.2. **"Seller"** means Grainger & Worrall Limited (registered in England and Wales under number 980487).
- 1.3. **"Contract"** means the contract for the sale and purchase of the Goods including the provision of the Casting Design.
- 1.4. **"Document"** includes, in addition to a Document in Writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form.
- 1.5. **"Goods"** means the goods (including any instalment of the goods or any parts for them), whether those Goods or any of them are to be machined which the Seller is to supply in accordance with these Terms.
- 1.6. **"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.
- 1.7. **"Input Material"** means any Documents or other materials (not including Tooling), and any data or other information provided by the Buyer relating to the Casting Design;
- 1.8. **"Machining"** is the carrying out of any process by the Seller to the Goods or any of them under the Contract.
- 1.9. **"Output Material"** means any Documents or other materials (not including Tooling), and any data or other information provided by the Seller relating to the Casting Design.
- 1.10. **"Casting Design"** means the service to be provided by the Seller to the Buyer by which the Tooling is created by the Seller.
- 1.11. **"Terms"** means the Seller's standard terms and conditions of supply set out in this Document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller.
- 1.12. **"Tooling"** means the unique tooling equipment required for the manufacture of the Goods by casting.
- 1.13. **"Writing"** and any similar expression, includes facsimile transmission and comparable means of communication, but not electronic mail.
- 1.14. A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.15. The headings in these Terms are for convenience only and shall not affect their interpretation.

2. Basis of the Agreement

- 2.1. Subject to these Terms, in consideration of the payment by the Buyer of the Contract Price, the Seller shall:
 - 2.1.1. sell the Goods and/or the Tooling in accordance with the Seller's Written price indication (if accepted by the Buyer), or the Buyer's Written order (if accepted by the Seller), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such price indication is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
 - 2.1.2. machine the Goods in accordance with the Seller's Written price indication (if accepted by the Buyer), or the Buyer's Written order (if accepted by the Seller).
 - 2.1.3. provide the Casting Design.
- 2.2. No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
- 2.3. 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, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.
- 2.4. 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 and/or Tooling which is not confirmed in Writing by the Seller is followed or acted on entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
 - 2.5. The Buyer shall at its own expense supply the Seller with all necessary Documents or other materials, and all necessary data or other information relating to the Casting Design within sufficient time to enable the Seller to provide the Casting Design and the Goods in accordance with the Contract.
 - 2.6. The Buyer shall ensure the accuracy of all Input Material.
 - 2.7. Subject to the next following clause, the Tooling and the Goods shall be provided in accordance with the specifications of the Buyer (hereinafter the "**Buyer's Specifications**") as set out in the Seller's Written price indication (if accepted by the Buyer), or the Buyer's Written order (if accepted by the Seller) and in any other case shall be in accordance with the Seller's current published standards relating to the Casting Design or the Goods from time to time.
 - 2.8. For the purposes of clause 2.7 above, the expression "*in accordance with*" shall be deemed to mean within the commercially accepted tolerance limits for any physical, chemical, or other properties specified in the price indication or order.
 - 2.9. The Buyer shall, at its own expense, retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Seller shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Buyer from the time of delivery to or to the order of the Buyer.
 - 2.10. Any typographical, clerical or other error or omission in any sales literature, price indication, 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 & Specifications

- 3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing 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 Casting Design or the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3. The quantity, quality (subject to those conditions at clauses 2.7 and 2.8 above) and description of the Tooling and Goods and any specification for them shall be as set out in the Seller's price indication (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 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 to conform with any applicable statutory or European Union 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. Input Material & Output Material

- 4.1. The property and any copyright or other intellectual property rights in:
 - 4.1.1. any Input Material shall belong to the Buyer.
 - 4.1.2. any Output Material shall, unless otherwise agreed in Writing between the Buyer and the Seller, belong to the Seller, but the Buyer shall be entitled to use the Output Material by way of a non-exclusive licence, subject to payment in full of all sums payable under the Contract.
 - 4.1.3. any Tooling created under the Contract shall belong to the Buyer but strictly subject to those conditions at clause 7 below.
- 4.2. Any Input Material or other information provided by the Buyer which is so designated by the Buyer and any Output Material shall be kept confidential by the Seller and all Output Material or other information provided by the Seller which is so designated by the Seller shall be kept confidential by the Buyer. The foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 4.3. The Buyer warrants that any Input Material and its use by the Seller for the purpose of providing the Casting Design will not infringe the copyright or other rights of any third party and the Buyer shall indemnify the Seller against any loss, damages, costs, expenses or other claims arising from any such infringement.
- 4.4. Subject to paragraph 4.3, the Seller warrants that any Output Material and its use by the Buyer for the purposes of utilising the Casting Design will not infringe the copyright or other rights of any third party and the Seller shall indemnify the Buyer against any loss, damages, costs, expenses or other claims arising from any such infringement.
- 4.5. The Buyer hereby grants to the Seller a non-exclusive licence to reproduce any of the Input Material as the Seller may deem necessary to carry out its obligations under the Contract.

5. Price & Payment

- 5.1. The price of any of the Goods, Tooling, any Machining and the Casting Design, (collectively, the "**Contract Price**") shall be the Seller's quoted price. Where the Goods are supplied for export from the United Kingdom, the Seller's published export price shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 5.2. The Seller reserves the right, by giving Written notice to the Buyer at any time before delivery, to increase the Contract Price 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 Casting Design, Tooling or 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.
- 5.3. Except as otherwise stated in the Seller's Written price indication or in any price list of the Seller and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are quoted by the Seller on an Ex Works (EXW) basis 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.
- 5.4. The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.
- 5.5. The cost of pallets and returnable containers may be charged to the Buyer in addition



- to the price of the Goods and, if so charged, full credit will be given to the Buyer provided they are returned undamaged to the Seller before the due payment date.
- 5.6. Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller may invoice the Buyer for the Contract Price:
 - 5.6.1. on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods; or
 - 5.6.2. on or at any time following conclusion of the Casting Design whereby Tooling from which any Goods can be manufactured.
 - 5.7. When Tooling or any Goods are made in accordance with the Buyer's drawing, sample, or specification, any subsequent alteration required by the Buyer must be paid for in full.
 - 5.8. The Buyer shall pay the Contract Price within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the Contract Price, notwithstanding that delivery may not have taken place and the property 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 on request.
 - 5.9. If the Buyer fails to make any payment on the due date, then, without limiting any other right or remedy available to the Seller, the Seller may:
 - 5.9.1. cancel the Contract or suspend any further deliveries to the Buyer;
 - 5.9.2. appropriate any payment made by the Buyer to such of the Casting Design Tooling or Goods (or any of them) (or to any pattern tooling or 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
 - 5.9.3. charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum accruing on a daily basis until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. Delivery & Acceptance

- 6.1. Delivery of the Goods and/or Tooling shall be made by the Buyer collecting the same at the Seller's premises at any time after the Seller has notified the Buyer that the Goods and / or Tooling are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods and / or Tooling to that place.
- 6.2. Any dates quoted for delivery are approximate only and the Seller shall not be liable for any delay in delivery however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. Delivery may be in advance of the quoted delivery date on the Seller 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 Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as repudiated.
- 6.4. If the Seller fails to deliver the Goods (or any instalment) 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 limiting 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. Acceptance of Goods which are made available by the Seller for inspection and approval by the Buyer shall be deemed to have taken place on the expiry of a reasonable period for the carrying out of such inspection and approval and in any case that period will not exceed one month of the date from which the sample was made available for inspection by the Buyer.
- 6.7. Upon conclusion of the Casting Design, sample sand castings may be submitted by the Buyer to the Seller for approval prior to the manufacturing of the Goods, and, where such samples are submitted, failing any notification in Writing to the contrary from the Buyer, on the expiry of one month it will be deemed that the Casting Design and the Tooling are of satisfactory quality and in compliance with any order or price indication. Goods manufactured from the Tooling under the Contract or any other contract between the Buyer and Seller will be deemed to be of satisfactory quality.
- 6.8. Any Goods which are rejected by the Buyer must be returned to the Seller within sixty days from date of delivery, and if so returned shall (if accepted by the Seller as not being in accordance with the terms of the Buyer's Written Order) be replaced free of charge or allowed for at invoice price at the option of the Seller. If, in the opinion of the Seller, the rejected Goods comply with the written order, they shall be returned to the Buyer and no allowance made therefore but carriage both ways shall be paid by the Buyer.
- 6.9. Payments must be made when due as a condition of future deliveries.
- 6.10. No claim for shortage of weight or quantity shall accrue unless:
 - 6.10.1. notified in Writing to the Seller within 10 days of delivery.
 - 6.10.2. the Seller has been given a reasonable period such as to allow the Seller to reweigh or recount the Goods delivered.
- 6.11. The Seller reserves the right to deliver up to 5 per cent more or 5 per cent less than the quantity ordered without any adjustment in the price and the quantity so delivered shall be deemed to be the quantity ordered.

7. Risk & 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 and/or Tooling 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 and/or Tooling 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 and/or Tooling, the time when the Seller has tendered delivery of the same.
- 7.2. Notwithstanding delivery and the passing of risk in the Goods or Tooling, or any other provision of these Terms, the property in the Goods and/or Tooling shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the Contract Price and all other goods or tooling agreed to be provided by the Seller to the Buyer for which payment is then due.
- 7.3. Until such time as the property in any Goods and/or Tooling passes to the Buyer, the Buyer shall hold the Goods and/or Tooling as the Seller's fiduciary agent and bailee, and shall keep them separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer may resell or use the Goods in the ordinary course of its business.
- 7.4. Until such time as the property in the Goods and/or Tooling passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods and Tooling to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods and Tooling are stored and repossess them.
- 7.5. The Buyer shall not be entitled to pledge or in any way charge by way of security for



any indebtedness any of the Goods or the Tooling which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

- 7.6. Where the Buyer sells any Goods or Tooling to a third party, property in which remains vested in the Seller, the Buyer agrees to assign any and all rights that it may have as against that third party to the Seller following a demand in writing by the Seller for such assignment.

8. Warranties & Liability

- 8.1. Subject to the following provisions, the Goods and Tooling supplied will be supplied within the commercially accepted tolerance limits for any physical, chemical, or other properties specified in such order, but any such limits or properties shall not to be construed in any way whatsoever as to amount to a warranty, and further no warranty shall be implied as to the fitness or suitability of the material for any particular purpose, and no responsibility or liability will be accepted for defects caused by, on account of, or contributed to by faulty machining, other operations carried out on the materials, or by reason of weakness of design or of any other cause.
- 8.2. The above warranty is given by the Seller subject to the following conditions:
 - 8.2.1. the Seller shall be under no liability in respect of any defect in the Goods or Tooling arising from any drawing, design or specification supplied by the Buyer.
 - 8.2.2. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, the wilful damage or negligence of the Buyer or any loss arising out of the abnormal working conditions of the Buyer, failure to follow the Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods or Tooling without the Seller's approval.
 - 8.2.3. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Contract Price has not been paid by the due date for payment.
 - 8.2.4. the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 8.3. Subject as expressly provided in these Terms 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.
- 8.4. 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 Terms.
- 8.5. A claim by the Buyer which is based on any defect in the quality or condition of the Goods or Tooling or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 90 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the 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 Contract Price as if the Goods and Tooling had been delivered in accordance with the Contract.
- 8.6. Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Terms, the Seller may replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the Contract Price), in which case the Seller shall have no further liability to the Buyer.
- 8.7. Except in respect of death or personal injury caused by the Seller's negligence, or



liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Casting Design, the Tooling or the Goods (including any delay in supplying or any failure to supply the Goods or Tooling in accordance with the Contract or at all) or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the Contract Price, except as expressly provided in these Terms.

- 8.8. 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, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
- 8.8.1. Act of God, explosion, flood, tempest, fire or accident.
 - 8.8.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition.
 - 8.8.3. acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.
 - 8.8.4. import or export regulations or embargoes.
 - 8.8.5. strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party).
 - 8.8.6. difficulties in obtaining raw materials, labour, fuel, parts or machinery.
 - 8.8.7. power failure or breakdown in machinery.

9. Storage of Tooling

- 9.1. The Buyer shall be liable for any Tooling which it owns but which remains in the custody or possession of the Seller and the Seller shall not be liable for loss or damage arising from accident, fire, larceny, riot or act of war, and no insurance will be affected by the Seller in respect of Tooling in its possession.
- 9.2. On the expiry of 2 years from the date following the last production of Goods by the Seller (which date shall be determined by the Seller from its own business records) under this Contract or any contract for the supply of Goods which was made between the Buyer and Seller, the Buyer, its successors or assigns, shall become liable to pay the Seller a storage charge for that Tooling at a rate set by the Seller (which shall be a reasonable commercial rate) provided that it is owned by the Buyer or its successors or assigns.
- 9.3. The storage charge at 9.2 above shall not be payable if the Buyer has instructed the Seller in Writing that it relinquishes any rights or interest in the Tooling and where any such notification is made it will be deemed to be confirmation that there exists no third-party rights or interests in that Tooling and that the Seller may dispose of the same as it sees fit.

10. Indemnity

- 10.1. If a claim is made against the Buyer that the Casting Design, Tooling or 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:
 - 10.1.1. the Seller is given full control of any proceedings or negotiations in connection with the claim;
 - 10.1.2. the Buyer shall give the Seller all reasonable assistance for the purposes of any



- such proceedings or negotiations;
- 10.1.3. 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);
 - 10.1.4. 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 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);
 - 10.1.5. 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 any such claim; and
 - 10.1.6. 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.

11. Insolvency of Buyer

- 11.1. This clause 11 applies if:
 - 11.1.1. the Buyer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - 11.1.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - 11.1.3. the Buyer ceases, or threatens to cease, to carry on business; or
 - 11.1.4. 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.
- 11.2. If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods or Tooling 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. Export Terms

- 12.1. 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 Terms, but if there is any conflict between the provisions of Incoterms and these Terms, the latter shall prevail.
- 12.2. Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 12 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Terms.
- 12.3. The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods or Tooling into the country of destination and for the payment of any duties on them.
- 12.4. Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods or Tooling shall be delivered fob the air or seaport of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 12.5. The Buyer shall be responsible for arranging for testing and inspection of the Goods or Tooling at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods or Tooling which would be apparent on inspection, and which is made after shipment, or in respect of any damage during transit.



- 12.6. 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 in the country of destination 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 delivery to the Seller of a bill of exchange drawn on the Buyer payable 30 days after sight to the order of the Seller at such branch of [GW's bank] in England as may be specified in the bill of exchange.
- 12.7. The Buyer shall not offer the Goods for resale in the country of destination, or any other country notified by the Seller to the Buyer at or before the time the Buyer's order is placed, or sell the Goods or Tooling to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods or Tooling in any such country.

13. General

- 13.1. A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 13.2. 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 any other provision.
- 13.3. If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 13.4. The Contract shall be governed by the laws of England and Wales and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.