

CONDITIONS OF SALE

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These conditions apply to all sales of goods by any company within the **PKL Group (UK) Limited** group to any Buyer and shall apply in place of and prevail over any terms or conditions contained or referred to in any Buyer's order or acceptance of the Quotation or in any of the Buyer's correspondence or elsewhere or implied by trade custom, practice or course of dealing.

1. DEFINITIONS

- 1.1 "the Seller" means PKL Group (UK) Limited (registered in England and Wales with number 2308713) or any company which is a holding company or subsidiary of PKL Group (UK) Limited, or another subsidiary of any such holding company, which issued the Quotation to the Buyer. The terms "subsidiary" and "holding company" have the meanings respectively ascribed to them by section 1159 of the Companies Act 2006.
- 1.2 "the Buyer" means the person, firm, company, corporation, organisation or authority seeking to purchase goods from the Seller and includes his, its or their successors or personal representatives.
- 1.3 "Goods" means all goods of any description which are the subject of a Sale Contract between the Seller and the Buyer.
- 1.4 "the Quotation" means the Seller's quotation for the supply of the Goods and, where applicable, the Works.
- 1.5 "Sale contract" means a contract for the sale of the Goods and the Works (if applicable) by the Seller.
- 1.6 "the Works" means the services to be supplied by the Seller under the terms of the Sale Contract in or in connection with the installation of the Goods.

2. CONCLUSION OF CONTRACT

- 2.1 No contract for the sale of goods by the Seller is concluded until the Seller sends an acknowledgement of order form to the Buyer indicating acceptance of an order placed by the Buyer or the Seller otherwise indicates to the Buyer that it has accepted the Buyer's order.

3. PRICES

- 3.1 Where the Goods are sold on the basis of prices set out in the Seller's price list, the Seller shall be at liberty to alter any price shown in its price list from time to time and the price for the Goods under the Sale Contract shall be the price shown for goods of that description or those descriptions set out in the Seller's price list ruling at the date of the Buyer's order.
- 3.2 Unless otherwise specified the price of the Goods is exclusive of VAT, Customs or harbour dues and any importation charge or fee levied by any government or authority in respect of the Goods.

4. PAYMENT

- 4.1 Unless otherwise specified by the Seller in writing payment for the Goods or any instalment of the price for the goods or for services to be provided by the Seller to the Buyer shall be made in full without any set-off or deduction by the Buyer within thirty days after the date of invoice from the Seller.
- 4.2 Interest shall be payable on overdue accounts at the statutory rate applying from time to time from the due date for payment thereof until receipt by the Seller of the full amount, whether before or after judgement.
- 4.3 If at the time of failure by the Buyer to pay the full price for the Goods or any instalment of the price on the due date for payment any further goods or services remain to be supplied by the Seller whether under the terms of the Sale Contract or otherwise, the Seller shall have the right at any time while such default continues
 - 4.3.1 to suspend any further deliveries of goods and to demand payment in advance by the Buyer for all or any such goods or services remaining to be supplied by the Seller.
or
 - 4.3.2 to treat the Sale Contract as terminated by the Buyer thus releasing the Seller from any further obligation to supply goods or services under the Sale Contract and giving rise to a claim by the Seller against the Buyer for the loss of profit it would have made had such goods or services been supplied under the Sale Contract and paid for by the Buyer.

- 4.4 The Seller shall be entitled to appropriate any payment made by the Buyer to such of the Goods (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).

5. DELIVERY

- 5.1 Unless otherwise expressly agreed in writing between the Seller and the Buyer, delivery dates mentioned in any quotation, acknowledgement of order or elsewhere are approximate only and not of any contractual effect and the Seller shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates.
- 5.2 Delivery shall be at the Seller's premises unless otherwise stipulated or agreed by the Seller.
- 5.3 Unless otherwise expressly agreed in writing, transportation of the Goods from the Seller's premises shall be the responsibility of the Buyer.
- 5.4 If the Buyer refuses or fails to take delivery of the Goods or any part of the Goods tendered in accordance with the Sale Contract or fails to take any action necessary on its part for delivery and/or shipment of the Goods or any part of the Goods the Seller shall be entitled either to
- 5.4.1 terminate the Sale Contract with immediate effect, to dispose of the Goods or such part of the Goods as remains in the Seller's possession in such manner as the Seller may determine and to recover from the Buyer any loss and additional costs Incurred as a result of such refusal or failure;
- or
- 5.4.2 store the Goods or such part of the Goods as remains in the Seller's possession for the Buyer and charge the Buyer for storage at the rate of 2.5% of the invoice price of the Goods or the relevant part thereof per month.
- 5.5 Unless otherwise expressly agreed the Seller may affect delivery in one or more instalments and each instalment shall be treated as a separate contract. Failure by the Seller to deliver any one or more of the instalments in accordance with the conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Agreement as a whole as repudiated.
- 5.6 If the Buyer transports the Goods outside the United Kingdom, the Buyer shall be responsible for
- 5.6.1 providing the Seller with any information which is necessary in order to enable the Seller to comply with all manufacturing, sales, labelling, packaging, marketing and other applicable legal requirements in the country of destination; and
- 5.6.2 complying with any legislation or regulations governing the importation of the Goods into the country of destination. If any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the Goods by the Buyer, the Buyer shall obtain it at its own expense and if required by the Seller produce evidence on demand that it has done so. Failure to obtain it shall not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by the Seller resulting from such failure shall be for the Buyer's account.
- 5.7 The Buyer shall test and inspect 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 testing and inspection and which is made after shipment.

6. RISK

- 6.1 Risk in any part of the Goods shall pass to the Buyer when that part of the Goods is delivered to the Buyer. If the goods are sold ex-works, delivery is deemed for this purpose to occur when the Goods are loaded on to transport to take them from the Seller's premises. If the Sale Contract obliges the Seller to deliver the Goods to a location other than the Seller's premises, delivery is deemed for this purpose to occur when the Goods arrive at the delivery location and before they are unloaded.

7. TITLE

- 7.1 Notwithstanding delivery, the Goods shall remain the sole and absolute property of the Seller until such time as the Buyer shall have paid to the Seller the agreed price for all the Goods which are the subject of the Sale Contract.
- 7.2 Until such payment the Buyer shall be in possession of the Goods solely as bailee for the Seller in a fiduciary capacity and shall
- 7.2.1 store and label the Goods separately from the Buyer's other goods and in such a way as to enable them to be identified as the property of the Seller; and

- 7.2.2 not destroy, deface or obscure any identifying mark or packaging on or related to the Goods;
- 7.2.3 maintain the Goods in a satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller and on request produce the policy of insurance.
- 7.3 The Seller reserves the immediate right of repossession of any of the Goods to which it has retained title as aforesaid and thereafter to resell the same and for this purpose the Buyer hereby grants an irrevocable right and licence to the Seller, its servants and agents to enter upon all or any of the Buyer's premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the Sale Contract for any reason and is without prejudice to any accrued rights of the Seller thereunder or otherwise.
- 7.4 The Buyer shall have the right in the ordinary course of its business to sell and deliver the Goods or any of them to any third party as the Seller's bailee and in a fiduciary capacity and provided that the entire proceeds of sale are held in trust for the Seller and not mingled with any other monies and shall be kept at all times identifiable as the Seller's monies. The Buyer agrees immediately upon being so requested by the Seller to assign to the Seller all rights and claims which the Buyer may have against its customers arising from such sales until payment in full is made by the Buyer to the Seller as aforesaid.

8. LIABILITY

- 8.1 Subject to the provisions of this clause 8 and 9 the Seller warrants to the Buyer that the Goods will be of satisfactory quality in that they will be free from material defects, comply in all material respects with the description and any specification applicable to the Goods and be reasonably fit for any particular purpose for which the Seller holds them out.

In so far as the Sale Contract requires the Seller to provide design services, the Seller warrants that such design shall be undertaken using the standard of skill and care to be expected of a competent catering designer.

In so far as the Sale Contract requires the Seller to undertake installation, such work will be carried out in a proper and workmanlike manner.

- 8.2 Subject to the provisions of this clause 8 and clause 9, if the Goods are sold as new, the Seller warrants that they will have an appearance and finish consistent with new goods.
- 8.3 If the Goods are sold as second-hand goods, the Seller gives no warranty as the appearance or finish of the Goods or as to their freedom from minor defects.
- 8.4 The warranties set out in clauses 8.1 and 8.2 do not extend to any matter
 - 8.4.1 which is specifically drawn to the Buyer's attention before the Sale Contract is made; or
 - 8.4.2 where the Buyer examines the Goods before the Sale Contract is made, which that examination ought to reveal.
- 8.5 The Seller shall not be liable to the Buyer for any defect in the Goods unless that defect is notified to the Seller within the warranty period and for this purpose
 - 8.5.1 the warranty period, in the case of all Goods or parts of Goods which are new, shall be the period of twelve months from the date when the Goods or such parts of the Goods is or are delivered to the Buyer and in the case of all Goods or parts of Goods which are second-hand, shall be the period of three months from the date when the Goods or such part or parts of the Goods is or are delivered to the Buyer; and
 - 8.5.2 delivery shall be deemed to occur
 - 8.5.2.1 in the case of Goods sold under a Sale Contract which does not oblige the Seller to carry out any installation work in relation to the Goods, when the Goods are loaded onto transport from the Seller's premises;
and
 - 8.5.2.2 in the case of Goods sold under a Sale Contract which does oblige the Seller to carry out installation work in relation to the Goods, when the Seller notifies the Buyer that such installation work has been carried out.
- 8.6 Subject to clause 6, the Seller shall not be liable for any damage or loss to the Goods occurring in transit to the Buyer unless the Buyer notifies the Seller of such loss or damage within seven days of the Goods being unloaded at the delivery location.
- 8.7 The Seller shall not in any case be liable to the Buyer for any defects in the Goods caused by

- 8.7.1 fair wear and tear while used by the Buyer;
- 8.7.2 abnormal conditions of storage or use;
- 8.7.3 any neglect or default of the Buyer or any third party which is not consistent with use of the Goods in conditions and for the purpose for which goods of that kind are commonly supplied;
- 8.7.4 failure of the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- 8.7.5 a defect caused by or arising from any drawing, design, specification or information supplied by the Buyer.
- 8.8 Where the Seller is liable for any defect in the Goods or breach of any warranty in clauses 8.1 and 8.2, the Seller's only obligation shall be at its option
 - 8.8.1 to make good or repair the relevant item of the Goods or
 - 8.8.2 to replace it or them or
 - 8.8.3 to refund the cost of it or them to the Buyer; andif the Sale Contract under which the Goods are supplied obliged the Seller to carry out installation work in relation to the Goods, at its option either
 - 8.8.4 itself to carry out the work of renewing the defective item and installing a made good, repaired or replaced item or
 - 8.8.5 to reimburse the Buyer for its costs incurred in such removal and installation.
- 8.9 Any liability of the Seller under or in respect of the warranties contained in this clause 8 or otherwise arising in respect of the supply of goods or services to the Buyer in connection with the Sale Contract shall cease in the event that
 - 8.9.1 the Buyer fails to pay the price for the Goods in accordance with the terms of the Sale Contract; or
 - 8.9.2 the Buyer carries out any alterations, repairs or maintenance to the Goods otherwise than in accordance with instructions from the Seller or using parts not recommended by the Seller.
- 8.10 The Seller's aggregate liability to the Buyer for breach of any warranty in clauses 8.1 and 8.2 shall in no circumstances exceed the price payable under the Sale Contract.

9. EXCLUSION

- 9.1 Nothing in the Agreement shall limit the liability of the Seller to the Buyer for death or personal injury resulting from its negligence, for fraud or fraudulent misrepresentation, for breach of the Seller's obligations arising from Section 12 of the Sale of Goods Act 1979 or for any liability which cannot be excluded by law.
- 9.2 Subject to clause 9.1 and the limitations in clause 8.10, the following provisions set out the limitations on the liability of Seller (including any liability for the acts and omissions of its respective employees, agents and sub-contractors) to the Buyer with respect to:
 - 9.2.1 any breach of its contractual obligations arising under the Sale Contract;
 - 9.2.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - 9.2.3 any representation, statement, act or omission given, made or carried out under or in connection with the Sale Contract (whether such liability arises in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise howsoever).
- 9.3 It is the Buyer's responsibility to ensure that the Goods are suitable for its needs. In particular, the Seller expressly disclaims all warranties that use of the Goods or any part thereof will result in any economic advantage, increase in profits or reduction in costs.
- 9.4 Except as expressly set forth in the Sale Contract, all conditions, warranties and representations expressed or implied by statute, common law or otherwise with respect to the Goods are excluded to the fullest extent permitted by law and in no event shall the Seller be liable for any negligence or other tortious loss or for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise and whether or not the Seller is advised of the possibility of loss, liability, damage or expense):
 - 9.4.1 loss of revenue
 - 9.4.2 loss of actual or anticipated profits (including for loss of profits on contracts);
 - 9.4.3 loss of the use of money;
 - 9.4.4 loss of anticipated savings;
 - 9.4.5 loss of business;
 - 9.4.6 loss of operating time or loss of use;

- 9.4.7 loss of opportunity;
- 9.4.8 loss of goodwill;
- 9.4.9 loss of reputation;
- 9.4.10 loss of, damage to or corruption of data; or
- 9.4.11 any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in clauses 9.4.1 to 9.4.10).

Direct financial and other loss not excluded by this clause is accepted by the Seller up to the limits set out in clause 8.10.

10. FORCE MAJEURE

- 10.1 The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of the Goods by the Seller or the performance by the Seller of any services to be supplied under the terms of the Sale Contract being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Seller's control including but not limited to act of God, war, military or terrorist activity, riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm or adverse weather conditions or difficulty or increased expense in obtaining workmen, materials or transport.
- 10.2 If due to any such circumstances or events the Seller has insufficient stocks to meet all its commitments, the Seller may apportion available stocks between its customers at its sole discretion.

11. INSOLVENCY AND DEFAULT

- If
- 11.1 the Buyer enters into a deed of arrangement or has a bankruptcy order made against him or compounds with his creditors or
- 11.2 the Buyer being a company, shall be liquidated or wound up or have a petition for winding up presented against it or pass a resolution for voluntary winding up (otherwise than for a bona fide reconstruction previously approved in writing by the Seller) or
- 11.3 the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- 11.4 the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer; or
- 11.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Buyer; or
- 11.6 the holder of a qualifying floating charge over the assets of the Buyer has become entitled to appoint or has appointed an administrative receiver; or
- 11.7 a person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Buyer; or
- 11.8 a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Buyer's assets and such attachment or process is not discharged within 14 days; or
- 11.9 the Buyer is the subject of any analogous arrangement, event or proceedings in any other jurisdiction; or
- 11.10 the Buyer commits any breach of any of the terms of the Sale Contract, the Seller may without prejudice to any of its other rights stop any of the Goods in transit and/or suspend further deliveries and/or determine the rights of the Buyer to sell on the Goods or any of them and/or by notice in writing to the Buyer determine the Sale Contract.

12. INSTALLATION

- If the Sale Contract obliges the Seller to supply any services for the installation of any of the Goods, the following conditions shall apply:
- 12.1 If occupation of the location where the Goods are to be installed as stipulated in the Quotation (the "Site") is not given to the Seller within three months after the date on which the Sale Contract is entered into or by the date stipulated in the Quotation the Seller shall be entitled to either terminate the Sale Contract by notice to the Buyer and to recover from the Buyer all costs, charges

- and expenses incurred by the Seller in performing or preparing to perform its obligations under the Sale Contract or amend the delivery location to the Seller's premises and charge the Buyer storage costs until the Buyer makes suitable arrangements to remove the Goods from the Seller's premises.
- 12.2 Subject to clause 12.3 the Works shall be carried out in accordance with the Seller's specification contained or referred to in the Quotation and any plans and drawings approved by the Buyer subject to the right of the Seller to make minor variations from the specification, plans and drawings as may be reasonably necessary in the opinion of the Seller.
- 12.3 Minor variations from the specification, plans and drawings ordered in writing by the Buyer shall be carried out subject to agreeing details and the value before the variation is started and such value shall be added to or deducted from (as the case may be) the quoted price.
- 12.4 The Seller reserves the right to sub-contract the whole or any part of the Works.
- 12.5 The Buyer will procure that all necessary services (including without limitation gas, electricity and water) are supplied on Site prior to the date required by clause 12.1. If such services are not so provided, the Buyer shall indemnify the Seller against any additional costs incurred by the Seller.
- 12.6 Unless otherwise provided in the Quotation the Buyer shall obtain all permissions, consents and licenses required for the Works under any statute, regulation or bye-law and in due time comply with the same and any conditions imposed in respect thereof. The Buyer shall indemnify the Seller against any loss or damage suffered by the Seller on account of any failure of the Buyer to do so and against any expenses or fees payable by the Seller in connection with such statutes, regulations or bye-laws.
- 12.7 It is the responsibility of the Buyer to ensure that the carrying out by the Seller of the Works in accordance with the specification included in the Sale Contract does not contravene any applicable environmental, health or safety law or regulation.
- 12.8 Where a local or statutory authority requires any amendment to the Seller's specification, then the additional cost incurred by the Seller in complying with such amended specification shall be borne by the Buyer.
- 12.9 Unless otherwise provided in the quotation, the Buyer shall provide vehicular access to the Site with adequate unloading facilities alongside the designated position for the Goods at all times necessary for the delivery of materials or the execution of the Works.
- 12.10 The Buyer shall indemnify the Seller against all claims, demands and proceedings made or brought by any person claiming
- 12.10.1 any estate or interest in or over the Site or any part thereof, in respect of any injury or damage thereto caused or which might be caused by the Works; and
- 12.10.2 that the Works or any part thereof which was specified or designed by the Buyer infringes any registered design or other intellectual property right of such person.

13. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 13.1 The Buyer shall use all information supplied by the Seller (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of the Sale Contract) including all information relating to the layout or configuration of the Goods and information relating to the operation or specifications of the Goods (the "Confidential Information") only for the installation, operation and use of the Goods and shall not without the Seller's prior written consent disclose or permit the disclosure of such information except in confidence to those of its employees, officers and professional advisers who need to have access to it.
- 13.2 The provisions of clause 13.1 shall not apply to Confidential Information which: (i) the Buyer can prove was known to the Buyer before receipt; (ii) is in or enters the public domain through no wrongful default by or on behalf of the Buyer with effect from the date when that information enters the public domain; (iii) was received from a third party without obligations of confidence owed directly or indirectly to the Seller; or (iv) is required to be disclosed in order to comply with applicable law, to the extent of the required disclosure.
- 13.3 Within three (3) days of receipt of a request to do so made at any time and in any event if the Sale Contract is terminated, the Buyer shall promptly return or destroy (at the option of the Seller) all such Confidential Information.
- 13.4 The Seller reserves to itself all rights in the nature of copyright in all drawings, plans, diagrams, operation or installation manuals, specifications, lists of components, illustrations and images of the Goods or any part of them, all rights in all designs of or relating to the Goods or any part of them prepared or created by the Seller and all rights in the trade and service marks (registered and unregistered) used by the Seller in connection with the Goods or any part of them and the Buyer

hereby acknowledges that it shall not acquire any such rights and that all such rights are, and shall remain, vested in the Seller.

- 13.5 To the extent that any copyright or rights in designs or trade or service marks referred to in clause
13.4 protecting or relating to the Goods or any goodwill associated with the Seller's trade marks vests in the Buyer by operation of law or otherwise, the Buyer hereby assigns (by way of assignment of present and future rights) without payment all such rights and goodwill to the Seller with full title guarantee. If a further assignment is required or if the Buyer is unable to assign such Intellectual Property and goodwill as there are differences between the laws of England and Wales and the applicable law, the Buyer shall forthwith execute all documents that may be necessary to effect the transaction that most closely resembles the commercial intent of an assignment and is permitted in the relevant territory. Pending the above assignments and remaining formalities relating to such assignments, the Buyer shall hold all such Intellectual Property and goodwill on trust for the Seller.

14. ENTIRE AGREEMENT AND VARIATION

- 14.1 The Sale Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 14.2 Each party acknowledges that, in entering into the Sale Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Sale Contract. Each party agrees that its only liability in respect of those representations and warranties that are set out in the Sale Contract (whether made innocently or negligently) shall be for breach of contract.
- 14.3 Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
- 14.4 No variation of the Sale Contract shall be effective unless it is in writing and agreed by the parties (or their authorised representatives).

15. GENERAL

- 15.1 A person who is not a party to the Sale Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 15.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement to or under the Sale Contract are not subject to the consent of any person that is not a party to this agreement.
- 15.3 Any delay or failure by the Seller to exercise any right or remedy under the terms hereof shall not constitute a waiver of it or them and any of the Seller's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to the Seller to the effect that such rights are cumulative and not exclusive of each other.
- 15.4 Unless otherwise agreed in writing by the Seller the Sale Contract is personal to the Buyer and the Buyer may not sell, transfer or assign the benefit of the Sale Contract.
- 15.5 Any written communication from the Seller to the Buyer or from the Buyer to the Seller shall be effective for the purposes of the Sale Contract and shall be sufficiently served if sent by letter whether delivered by pre-paid post or as an attachment to email or delivered by hand to the address of the other as referred to in the quotation or contract document forming part of the Sale Contract and if sent by post shall be deemed to have been received by the addressee 48 hours after the time of posting and at the date of sending or delivery if delivered by hand or sent as an email attachment.

16. GOVERNING LAW AND JURISDICTION

- 16.1 The Sale Contract shall be governed by and construed in all respects in accordance with English law. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to the Sale Contract. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply but where they conflict with the Sale Contract, the Sale Contract shall prevail.
- 16.2 Subject to clause 16.3, the parties submit to the exclusive jurisdiction of the courts of England and Wales and agree that, in respect of proceedings in England and Wales and in any other jurisdiction, process may be served on either of them in the manner specified for notices in clause 15.5.
- 16.3 Nothing in this clause 16 shall limit the right of the Seller to take proceedings against the Buyer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more

jurisdiction preclude the Seller from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

16.4 It is the Buyer's obligation to acquaint itself and to comply with all applicable requirements and restrictions imposed by law or by governmental and other authorities or corporations relating to the possession, use, import, export, or resale of the Goods. It is the Buyer's obligation to ensure that no Goods are exported or imported in violation of the laws of any jurisdiction into or through which the Goods are transported during the course of reaching their destination. Where necessary, the Buyer shall inform the Seller at a reasonable time before delivery of any documents which it is necessary for the Seller to provide in order to allow export of the Goods in compliance with the laws of any relevant jurisdiction.

16.5 The rights set out in this clause 16 are in addition to any other manner of service permitted by law at the time when service is made.

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