3.2 All Drawings, descriptive matter, specifications and advertising issued by the Seller and
2.6 Any advice or recommendation given by the Seller or its employees or agents to the Buyer
2.5 Any estimate or quotation given by the Seller is an invitation to treat only and is valid for a
2.2 Any estimate or quotation given by the Seller is an invitation to treat only and is valid for a
2.1 Subject to any variation under Clause 2.3 the Contract will be subject to these Conditions

3.8 No order, Drawing or specification may be amended varied or cancelled by the Buyer
3.1 It is the Buyer’s obligation to ensure that the terms of its order and any applicable
2.3 Any orders issued by the Buyer are subject to acceptance in accordance with clause 7 and
2.2 The Buyer shall indemnify the Seller against all loss or damage to the Seller’s tangible
2.1 The Seller shall keep the Seller’s proprietary rights in all customer comments concerning the
6.4 If the Buyer notifies the Buyer in Writing of any defect in the Goods previously delivered to the
5.2 The Buyer shall indemnify the Seller against all loss or damage to the Seller’s tangible
6.2 The Buyer should satisfy itself that the persons responsible for the storage, application,
6.1 The Buyer shall comply at all times with the written instructions and all written guidelines

4.1 Where the Seller has given the Buyer permission in Writing the Buyer may take the Goods on a
4.2 The trial period shall extend to a maximum of 14 days ("the Period") from the date the Buyer
4.3 The Goods shall be at the Buyer’s risk from delivery in accordance with clause 10.
4.2 The Seller may at its discretion reject any Goods returned by the Buyer and, in such
d) losses arising from loss of data;
4.5 If the Buyer does not wish to purchase the Goods, the Buyer shall notify the Seller in Writing within the Period and shall arrange for the Goods to be delivered back to the Seller
4.4 The Seller shall issue an invoice to the Buyer in accordance with Clause 4.4.
4.3 The Goods shall be at the Buyer’s risk from the date upon which they are delivered to the Buyer.
4.1 The Seller shall store the Goods at the Buyer’s risk from the date upon which they are delivered to the Buyer.
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5.1 The Intellectual Property means any intellectual property, whether registrable or not and
4.1 The Seller shall store the Goods at the Buyer’s risk from the date upon which they are delivered to the Buyer.
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7.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to
7.1 The price of the Goods shall be the Seller’s quoted price or where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller’s published price list current at the date of despatch of the order. Where the Goods are supplied for export from the United Kingdom, the Seller’s published export price list shall apply. All prices quoted are valid for 30 days only or such other period specified by the Seller or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
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3.9 Unless otherwise stated Goods which are stated to be available "ex-stock" (or an equivalent
3.10 Any sample supplied by the Seller is supplied only to give the Buyer a general indication of the
3.11 If the Seller’s performance of the Contract is suspended following falling in arrears of a request from the Buyer or is delayed through the Buyer’s default (including, without limitation, lack of, incomplete or incorrect information given by the Buyer, or delay in making payment or failing to despatch the Goods), the Seller shall be entitled to and the Buyer shall immediately make payment in accordance with the Contract terms; and the Seller shall be entitled to withdraw the Goods or whose order for the Goods is accepted by the Seller; and the Buyer shall indemnify the Seller against all loss (including consequential loss), costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Buyer as a result of any infringement of any Intellectual Property rights of any other person which results from the Seller’s use of the Buyer’s specification.
3.10 Any sample supplied by the Seller is supplied only to give the Buyer a general indication of the
3.8 No order, quotation or specification may be amended varied or cancelled by the Buyer

3.6 Any drawings, specifications and other data supplied to the Buyer by the Seller or the Buyer’s employees or agents and in conformity with which the Seller is to manufacture the Goods even if the Seller examines, inspects, studies or comments to the Buyer upon any such drawings, specifications or other data.
3.5 The quantity, quality and description of any specification for the Goods shall be those set out in the Seller’s acceptance or if none the Seller’s quotation.
3.4 All dimensions quoted are nominal only.
3.3 If the Goods have been processed or altered in any way, the Buyer’s liability will depend on the terms of the contract between the Buyer and the seller.
3.2 The Buyer shall be solely responsible for the accuracy of the Buyer’s designs, drawings,
3.1 The Buyer is obliged to ensure that the terms of its order and any applicable specifications are complete and accurate.
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9.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises.

10. Risk of damage to or loss of the Goods shall pass to the Buyer: (a) at the point at which the Goods are made ready for collection by the Buyer; or (b) where the Goods are to be delivered to the Buyer's premises, at the time the Goods are delivered to the Buyer's premises.

8.10 If any sum due from the Buyer to the Seller under the Contract or any other contract is not paid on or before the due date for payment then all sums then owing by the Buyer to the Seller shall become immediately due for payment and the Buyer shall indemnify the Seller in respect of any costs of recovering such overdue amounts.

8.8 If payments received from the Buyer are not stated to refer to a particular invoice, the Buyer may appropriate such payment to any outstanding invoice addressed to the Buyer.

8.7 Without prejudice to any other rights and remedies which the Seller may have under the Contract, the Buyer shall pay interest at an amount equal to the base lending rate of National Westminter Bank prevailing from time to time to the Seller in respect of all amounts then owing but not paid to the Seller in full and in accordance with the terms of the Contract.

10.3 Until full legal, beneficial and equitable title to and property in the Goods passes to the Buyer, the Buyer shall be at all times liable for the risk of the Goods.

10.4 The Seller shall not be required to pledge or in any way secure for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer fails to comply with the terms of the Contract or to pay the price for the Goods or any part thereof, the Seller shall be entitled to recover any sums due to the Seller from the Buyer by way of set-off, withholding, counterclaim, discount, abatement or otherwise unless the Buyer has a court or arbitral award or other order of a court or arbitral body having similar effect which is attributable to the Buyer.

10.5 Nothing contained in this Clause shall confer any right on the Buyer to return the Goods or refuse to pay the price.

11. The Seller reserves the right at any time, without any liability, to (a) make alterations to the design of the Goods; (b) to cease production or supply, which shall include making the Goods non-returnable if the contract is terminated for any reason (other than as a result of the Buyer's default); (c) to change the materials or workmanship of the Goods; or (d) to make changes in the Goods which are necessary to comply with any change in the law or other requirements.

11.1 If the Buyer elects to replace the Goods pursuant to Clause 11.1, the Buyer shall deliver the Goods to the Seller at the Buyer's expense and within 14 days of the Buyer giving notice in writing.

11.2 The Buyer shall be entitled to free and unrestricted access to any premises owned, occupied or controlled by the Buyer and/or any other location where any of the Goods are situated at any time.

11.3 Upon the expiration or termination of the Contract for whatever reason, the Buyer shall deliver the Goods to the Seller at the Buyer's expense and within 14 days of the Buyer giving notice in writing.

11.4 If the Seller elects to replace the Goods pursuant to Clause 11.1, the Seller shall deliver the Goods to the Buyer at the Buyer's expense and within 14 days of the Buyer giving notice in writing.

11.5 The warranties set out in these Conditions are the only warranties which shall be given by the Seller to the Buyer, and the Buyer by placing an order agrees and consents to the implication of any other warranty, condition or legal or equitable right or any other term or condition which is implied into the Contract by virtue of the Statute.

12.4 The Buyer shall not be liable to the Seller for any Consequential Loss whatsoever and for any purposes of this Clause the Seller, its employees, agents and sub-contractors) to any person in respect of a breach of the user instructions or any health and safety documentation orGameData supplied by the Seller or to any person in respect of the failure to ensure that the Goods are adequately protected and preserved and shall insure them, without any charge or expense to the Seller, to the full extent permitted by law, against all loss or damage.

12.5 The Seller shall not be liable to the Buyer for any Consequential Loss whatsoever and for any purposes of this Clause the Seller, its employees, agents and sub-contractors) to any person in respect of the failure to ensure that the Goods are adequately protected and preserved and shall insure them, without any charge or expense to the Seller, to the full extent permitted by law, against all loss or damage.

12.2 Nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence, or for fraudulent misrepresentation.

12.3 The Seller's total liability in contract, tort (including negligence or breach of statutory duty), or otherwise, and any liability of the Seller to the Buyer under this Clause 12 is limited to the price of the Goods and is subject to the Buyer indemnifying the Seller for any claim for which the Buyer would be liable in respect of anti-social or other behaviour.

2.4 The Seller reserves the right to take back such Goods as appropriate having taken back such Goods or materials relating to the Goods.

2.3 The Buyer shall not assign the benefit or detriment, including the price of the Goods, of any rights arising under the Contract to a person or persons other than the Seller without the prior written consent of the Seller.

2.2 The Buyer shall not assign or sub-contract any of its rights or obligations under the Contract without the prior written consent of the Seller.

1.0.3 Until full legal, beneficial and equitable title to and property in the Goods passes to the Buyer.

1.0.1 Buyer to the price of the Goods at any time after the Seller has notified the Buyer that the price of the Goods has been increased by some specified factor, and the Buyer shall be entitled to examine under such reasonable conditions as the Seller shall deem fit at any time during normal business hours upon giving the Seller reasonable notice of the examination.

1.0.2 the Buyer may at any time, on demand and without prior notice, require the Buyer to deliver the Goods up to the price of the Goods at any time after the Seller has notified the Buyer that the price of the Goods has been increased by some specified factor, and the Buyer shall be entitled to examine under such reasonable conditions as the Seller shall deem fit at any time during normal business hours upon giving the Seller reasonable notice of the examination.

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13. Breach of Contract

13.1 The Buyer acknowledges that the Seller places particular reliance upon the provisions of the Contract and in addition to any other remedy available to the Seller, the Buyer irrevocably and unconditionally agrees to indemnify the Seller, its employees, subcontractors and agents (who shall have no duty to mitigate their loss) in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all damages, losses, costs and expenses (including without limitation legal and other professional advisers' fees) and all consequential loss whether direct or indirect made against or incurred by any of them directly or indirectly and whether wholly or in part resulting from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract.

13.1.1 the manufacture and sale of the Goods by the Seller in accordance with the Buyer's designs, drawings, specifications or other data or information furnished or instructions given by the Buyer;

13.1.2 any claim that any Intellectual Property or Confidential Information or other exclusive right of any third party has been infringed through the manufacture, sale or use of the Goods (save to the extent the same have been supplied in accordance with specifications or designs of the Seller);

13.1.3 the cancellation of any order by the Buyer after its acceptance by the Seller;

13.1.4 any breach by the Buyer of its obligations under the Contract or any other act or omission (including, without limitation, negligence) of the Seller, its employees and agents in excess of the liability of the Seller under the Contract.

14. Confidential

14.1 The Seller shall keep and procure to be kept secret and confidential all Confidential Information and other data and documents and copies thereof disclosed or returned to the Seller or disposed of in accordance with the Seller's instructions all for which the Seller is responsible to the Seller in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

14.2 The obligations of confidentiality in this Clause 14 shall not extend to any matter which either party can show:

14.2.1 is, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under the Contract; or

14.2.2 was in its written records prior to the date of the Contract; or

14.2.3 was or is otherwise rightfully in the possession of a third party provided that the third party is entitled to disclose the same or has been lawfully made known to and possessed by the third party by virtue of a duty to maintain confidentiality.

14.3 The supply of Goods under the Contract shall not constitute a licence for the Buyer to use or disclose any Confidential Information for any purpose other than that for which the Confidential Information is provided to the Buyer.

14.4 On expiration or termination of the Contract (for whatever reason) the Buyer shall promptly return to the Seller or dispose of in accordance with the Seller's instructions all Confidential Information and other data and documents and copies thereof disclosed or supplied to the Buyer pursuant to or in relation to the Contract and shall certify to the Seller in writing that it has returned or destroyed all such material.

15. Breach of Contract or Insolvency

15.1 If any clause in this Contract (without prejudice to any other rights or remedies it may have against the Buyer) immediately suspends further performance of the Contract or terminates the Contract or any Goods in transit or by notice in Writing to the Buyer terminates the Contract without liability to the Buyer if:

15.1.1 the Buyer commits a material breach of any of its obligations under the Contract which is incapable of remedy;

15.1.2 the Buyer fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any obligations under the Contract after having been requested in Writing by the Seller to remedy or desist from such breach within a period of 14 days;

15.1.3 any distress execution or diligence is levied upon any of the Buyer's goods or property and is not paid out within 7 days of it being levied;

15.1.4 the Buyer (being a partnership) or the Buyer's partner offers to make any arrangements with or for the benefit of the creditors of the Buyer or the Buyer's partner generally or there is presented in relation to the Buyer or the Buyer's partner a petition of bankruptcy;

15.1.5 the Buyer (being a limited company) is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Buyer calls a meeting for the purpose of passing a resolution to wind up its company, or such a resolution is passed or the Buyer presents or has presented a petition to wind up or present or have presented a petition to appoint an administrator or have an administrative receiver or receiver appointed to the whole or any part of the Buyer's business, undertaking, property or assets;

15.1.6 the Buyer ceases, or threatens to cease, to carry on business;

15.1.7 a secured lender to the Buyer takes any step or obtains possession of the property on which it has security or otherwise to enforce its security;

15.1.8 the Buyer suffers of undergoes any procedure analogous to any of those specified in Clause 15.1.3 to 15.1.7 inclusive or any other procedure available in the country in which the Buyer is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor;

15.1.9 the Buyer undergoes a change of control and for the purposes of this Clause 15.1.9, "control" has the meaning specified in Section 416 of the Income and Corporation Taxes Act 1988.

15.1.10 the Seller reasonably believes that any of the events specified in Clause 15.1.1 to 15.1.9 is about to occur in relation to the Buyer.

15.2 Notwithstanding any such termination or suspension in accordance with Clause 15.1 above the Buyer shall pay the Seller for all Goods delivered up to and including the date of suspension or termination and the termination of the Contract or any contract for whatever reason shall not affect the rights or remedies of either party in respect of any antecedent breach or in respect of any such owing to or becoming owing to the Seller.

16. Export Terms

16.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term of 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, these Conditions shall prevail.

16.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this Clause 16 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

16.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation, use or sale of the Goods into the country of destination, the payment of any duties or taxes on them and the transportation and storage of the Goods.

16.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered f.o.b. from the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 33(3) of the Sale of Goods Act 1979.

16.5 The Seller 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.

16.6 Payment of all amounts due to the Seller shall be made by telegraphic transfer or cleared funds to such branch of National Westminster Bank Plc in England as shall be notified to the Buyer and the Goods shall only be despatched for shipment once cleared funds of all amounts due to the Seller have been received by the Seller in accordance with this Clause 16.

16.7 The Buyer undertakes not to offer the Goods for resale in the United Kingdom or any other country notified by the Seller to the Buyer at or before the time the Buyer's order is placed, or to sell the Goods to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods in any such country.

17. Force Majeure

17.1 The Seller reserves the right to suspend or cancel the Contract in whole or in part (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business and its obligations under the Contract due to circumstances beyond the reasonable control of the Seller affecting its ability to perform any of its obligations under the Contract (including, without limitation, Act of God, war, riots, revolution, act of terrorism, riot or civil commotion, strike, lock-outs or other industrial action, whether of the affected party's own employees or others, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services).

18. General

18.1 Any Intellectual Property created by the Seller in the course of the performance of the Contract or otherwise in the manufacture of the Goods shall remain the Seller's Property and the Buyer shall not in any way to breach the Intellectual Property of the Seller.

18.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or such other address as one party may from time to time notify to the other.

18.3 For the purposes of the Competition Act 1998, this Agreement does not and is not intended to give any right to enforce any of its provisions to any person who is not a party to it.

18.4 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.

18.5 If any provision of these Conditions is held by any competent authority to be invalid, illegal or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

18.6 The Contract is made by the laws of England and the Seller agrees to submit to the exclusive jurisdiction of the English courts.

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