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TERMS AND CONDITIONS

1. Definitions

"The Seller" means Ark Racing Limited (Company Number 04961765) whose registered address is Ark Racing Building, Croft Street, Willenhall, West Midlands, WV13 2NU.

"The Purchaser" means the Buyer whose name and address are stated in any Quotation or Order Confirmation provided by the Seller or on the Buyers behalf.

"Purchase Order" means the Buyers Order for the goods and where required the services in writing sent by the Buyer to the Seller where appropriate following receipt by the Buyer of a Quotation from the Seller.

"Conditions" means the conditions set out below including (unless the Seller and Buyer agree otherwise) any special condition agreed in writing by them.

"Contract" means a contract between the Seller and the Purchaser for the sale and purchase of the goods and where applicable the provision of the services incorporating these conditions.

"Goods" means the goods, (including any instalment(s) or component(s) of goods), materials, designs, and or other items which the Seller supplies to the Buyer under and in accordance with these conditions.

"Services" means the services which the Seller agrees to provide under and in accordance with these conditions.

"Export Sales" means a contract by which the Seller supplies goods and or services to a Purchaser who takes delivery thereof outside of the United Kingdom.

"VAT" means Value Added Tax and any tax at the time substituted for it having the same or similar purpose.

"In Writing" means any electronic mail, facsimile or hard copy communication.

1.2 Any reference in these Conditions to a statute or statutory regulation or order is a reference to that statute statutory regulation or order as amended modified or re-enacted from time to time.

1.3 The headings in these Conditions are intended for reference only and do not affect the meaning of the Conditions to which they refer.

1.4 Words referring to one gender include all genders and "persons" includes corporations and firms.

1.5 All the obligations assumed by the Buyer under these Conditions are entered into jointly and severally where the Buyer is more than one person.

2. Scope of Conditions

2.1 These conditions apply:

2.2 to contracts for the sales of goods and services at any time entered into between the Seller and the Buyer.

2.3 and shall prevail over and apply to the exclusion of any inconsistent terms or conditions contained or referred to in the purchaser's order or in correspondence or elsewhere or implied by trade custom practice or course of dealing unless specifically agreed to in writing by the Seller. Purported provisions to the contrary are hereby excluded or extinguished.

2.4 for the avoidance of doubt, in the event that any sales or technical literature prepared by the Seller shall contain any terms and conditions which purport to govern the sale of goods inconsistent with these conditions such terms and conditions shall be of no effect and shall be superseded by these conditions.

2.5 each contract shall be regarded and treated in law as as a Contract separate from any other Contract between the Seller and Buyer.

2.6 under no circumstances shall the Seller be responsible for or to be held liable in respect of any term, condition, statement or representation relied upon by the Purchaser which is not attached to or endorsed upon the Purchasers Order and subsequently confirmed in writing by the Seller.

2.7 the Buyer acknowledges that:

2.7.1 the Sellers employees or agents are not authorised to make any representation about the Goods or (where provided) the Services unless it is confirmed by the Seller in Writing.

2.7.2 the Buyer does not rely on any representation by an employee or agent of the Seller not confirmed in accordance with Condition 2.7.1.

2.7.3 Nothing in these Conditions affects the liability of the Seller and the Buyer for representations made fraudulently by the other person.

2.7.4 Any error or omission in any sales literature the Sellers Price List Quotation Buyers Order Invoice or variation in Writing of these Conditions shall be subject to correction but is without liability to the Seller.

3. Quotations

A Quotation or tender by the Seller does not constitute an offer and the Seller reserves the right to withdraw or amend the same at any time prior to the Seller's acceptance of the Purchaser's Order in writing.

4. Orders and Specifications

4.1 The Purchaser shall be responsible to the Seller for ensuring accuracy of the terms of any order (including any applicable specification) submitted by the Purchaser,

4.2 No order which has been accepted by the seller may be cancelled by the Purchaser except with the agreement, in writing, of the seller And on terms that the purchaser shall indemnify the seller in full against all loss (including loss of profit), costs, (including the cost of all labour and materials), damages, charges and expenses incurred by the Seller as a result of cancellation.

4.3 The Buyer undertakes to the Seller that

4.3.1 the Purchase Order accurately reflects the terms of any Quotation provided by the Seller subject to any variation required by the Buyer and confirmed by the Seller.

4.3.2 any samples drawings designs specifications or instructions given to the Seller by the Buyer for work to be done by the Seller on materials or components provided by the Buyer for the purpose are accurate, specific and complete.

4.3.3 for giving the Seller any necessary information relating to the goods and or services within a sufficient time to enable the seller to perform the contract in accordance with its terms.

4.3.4 for providing the quantity, quality and description of the Goods and the provision (where applicable) of the Services and any relevant specifications or instructions for or about them shall be as set out in the Purchase Order.

5. Services

5.1 Where the Seller agrees to perform Services it shall perform them with reasonable care and skill and in accordance with any clearly expressed specification or instructions of the Buyer.

5.2 The Buyer shall provide all relevant information and give the Seller proper explanations and reasonable assistance where necessary or requested by the Seller in performing the Services.

5.3 The Seller shall use its reasonable endeavours to perform the Services within the time agreed with the Buyer or if no time is agreed within a reasonable time of receiving and accepting the Purchase Order but shall not be liable to the Buyer for any delay in performing the Services.

5.4 If before the Contract is completed the Buyer notifies the Seller in Writing of any defect or alleged defect in the performance of the Services the Seller shall investigate the complaint without undue delay

5.5 If on proper investigation in accordance with Condition 5.4 the Seller

5.5.1 identifies a defect in the provision of the Services it shall correct the defect as soon as reasonably practicable at no additional cost to the Buyer

5.5.2 is unable to identify any defect in the provision of the Services of the Buyer shall if required by the Seller pay or reimburse to the Seller the Sellers costs in carrying out the investigation on demand by the Seller

5.6 Any request by the Buyer or Seller to vary the provision of the Services shall be made and confirmed in Writing

5.7 If the Seller agrees to a request by the Buyer to vary the provision of the Services in accordance with Condition 5.6 the Buyer shall indemnify the Seller in full against any loss or additional costs incurred by the Seller in implementing the variation.

6. Formation of Contract.

6.1 The contract will only be formed once an official order has been received by the Seller in writing by way of post, fax, or secured email attachment and confirmed in writing by the Seller.

6.2 The official order must not contain variations that have not been agreed to by the Seller. (See Condition 2)

7. Prices

7.1 The prices payable for the goods and services shall be those charged by the Seller at the time of despatch.

7.2 The Seller reserves the right at any time to revise the price to take account of increases in costs including (without limitation) costs of any goods or materials, labour or overheads, carriage, the increase or imposition of any tax, duty, surcharge or other levy or any variation in exchange rates.

7.3 The seller shall be entitled to add to the contract price, where applicable, a charge for visits, designs, carriage, insurance, special packaging and any other additional costs associated with the supply of goods.

7.4 If the Seller shall have provided the Buyer with a Quotation the Price shall be valid for twenty eight (28) Business Days from (but excluding) the date of the Quotation or until earlier acceptance of the Buyers Order by the Seller.

7.5 The Seller reserves the right subject as provided by Condition 7.2 and 7.3 to increase the Price on giving notice in Writing to the Buyer at any time before acceptance of the Buyers Order to reflect

7.5.1 any change in delivery date(s) quantities or specification for the Goods required by the Buyer and agreed by the Seller or

7.5.2 any delay caused by the failure of the Buyer to provide any relevant sample drawing design specification or instructions

7.5.3 without giving notice in Writing to the Buyer to alter its prices at any time after expiry of the shorter of the periods referred to in Condition 7.4

7.5.4 The cost of transportation insurance and (where applicable) packaging is not included in the Price unless specified otherwise in Writing by the Seller or stated otherwise in any Quotation provided by the Seller

7.6 The Price excludes VAT which the Buyer shall pay to the Seller in addition to the Price.

8. Terms of Payment

8.1 Credit Accounts: Unless otherwise specified in writing payment is due 30 days after the month in which the invoice is dated.

(Credit accounts are only available by completing a credit application form provided by the seller and suitable credit ratings/references have been obtained). The Seller reserves the right to refuse, limit credit accounts.

8.2 Trade Sales: Unless otherwise specified in writing payment becomes due on delivery.

8.3 Where trading/credit references are unavailable the Seller reserves the right to request pre-payment for the contract prior to delivery.

8.4 Notwithstanding condition 8.1 hereof in the case of Export Sales the price of the goods and services shall if required by the Seller be paid for in advance using a bank transfer payment method.

8.5 No dispute arising under the contract or delays beyond the reasonable control of the Seller shall interfere with prompt payment by the Purchaser.

8.6 In the event of default in payment by the Purchaser, the Seller shall be entitled, without prejudice to any other right or remedy:

8.6.1 To suspend all further deliveries under this contract and any other contract(s)

8.6.2 To cancel this and any other contracts

8.6.3 To charge interest on any amount outstanding at the rate of 4% per month (or part thereof) such interest being charged as a separate continuing obligation and not merging with any other judgement order.

8.6.4 To serve notice on the Purchaser requiring immediate payment for all goods supplied by the seller under this and all other contracts with the Purchaser whether or not payment is otherwise due or invoiced.

8.7 The Seller shall not be liable, in any of the above circumstances, for any damages, claims or expenses whatsoever from the Purchaser or any third party.

8.8 The Seller shall be entitled to recover the Price whether or not delivery or collection of the Goods has taken place and the Buyer has acquired title to them. If the Goods are to be

8.8.1 delivered and the Buyer fails or refuses to take delivery of them or

8.8.2 collected and the Buyer fails or refuses to collect them the Seller may invoice the Buyer for the Price at any time after the Seller has notified the Buyer in Writing the Goods have been tendered for delivery or (as appropriate) are ready for collection.

8.9. The remedies referred to in Condition 8.6, 8.7 and 8.8 may at the discretion of the Seller be exercised by it individually or in combination and do not restrict or replace any other legal right or remedy available to the Seller

8.10 The Buyer shall not be entitled to make any deduction from or withhold the whole or any part of the payment due in respect of the Invoice unless previously agreed in Writing by the Seller.

8.11 The Seller shall have the right to exercise a lien over any samples drawings designs specifications or any other property of the Buyer from time to time in the possession of the Seller for any reason until the Price and all (if any) other sums due under the Contract have been paid in full.

8.12 The Seller shall have the right in the event of non payment by the Buyer of the Price or any other sums due under the Contract to sell any property of the Buyer held in accordance with Condition 8.11 as agent for and at the expense of the Buyer and appropriate the proceeds of sale towards the Price and any other sums due to the Seller under the Contract or any other Contract under which money remains due to the Seller from the Buyer on giving not less than five (5) Business Days notice in Writing to the Buyer .

8.13 If the Seller shall sell any materials components or other property of the Buyer pursuant to Condition 8.12 the Seller shall

8.13.1 discharge any sums due to the Seller under the Contract out of the sale proceeds of such property and pay any balance of the sale proceeds remaining to the Buyer

8.14 The Seller will use its reasonable endeavours to procure the market price for any property of the Buyer sold pursuant to Condition 8.12 but shall be under no obligation to do so.

8.15 Once the Seller has accounted to the Buyer for any balance of the sale proceeds of any property sold pursuant to Condition 6.12 the Seller shall be discharged from any further liability to the Buyer in respect of the sale of such property.

9. Delivery

9.1 Delivery of the Goods shall take place

9.1.1 if the Goods are to be delivered to the premises of the Buyer or elsewhere as directed in Writing by the Seller delivering the Goods in accordance with the Buyers delivery instructions.

9.1.2 if the goods are to be collected by the Buyer or the Buyers representative from the premises of the Seller at any time after the Seller has notified the Buyer in Writing the Goods are available for collection and the Buyer or the Buyers authorised representative collects them.

9.2 Any date(s) quoted by the Seller to the Buyer or agreed between the Seller and the Buyer for delivery or collection of the Goods are approximate and the Seller shall not be liable to the Buyer or any other person for any delay in delivery regardless of the cause of the delay

9.3 The time for delivery is not of the essence of the Contract unless previously agreed in Writing by the Seller.

9.4 The goods may be delivered or made available for collection by the Buyer in advance of any quoted or agreed delivery or collection date on the Seller giving reasonable notice in Writing to the Buyer.

9.5 Where the Goods are to be delivered or collected in instalments each delivery or collection shall constitute a separate Contract between the Seller and the Buyer and

9.5.1 failure by the Seller to deliver or make available for collection any one or more of the instalments in accordance with these Conditions or

9.5.2 any claim by the Buyer relating to any one or more of the instalments shall not entitle the Buyer to treat the Contract as a whole as discharged.

9.6 If the Buyer

9.6.1 fails or refuses except for any reason beyond the Buyers reasonable control

9.6.1.1 to take delivery of the Goods or

9.6.1.2 to give the Seller adequate delivery instructions before or at the time stated for delivery or as appropriate

9.6.1.3 to collect the Goods

9.6.2 the Seller may

9.6.2.1 store the Goods until actual delivery takes place and charge the Buyer for the cost of storage (including insurance) or

9.6.2.2 sell the Goods at the best price reasonably obtainable and (after deducting storage and selling expenses) account to the Buyer for any balance over and above the Price or charge the Buyer for any shortfall below the Price.

9.8 The remedies referred to in Condition 9.6.2 shall not restrict or replace any other legal right or remedy available to the Seller

9.10 The quantity of any consignment as recorded by the Seller upon dispatch from the Seller's premises will be conclusive evidence of the quantity received by the Purchaser. The Purchaser must provide conclusive evidence of short delivery, non delivery, or damaged goods and notify the Seller within 48hrs. The total liability by the Seller will be to replace, repair or credit at the appropriate rate for the goods.

9.11 Risk passes to the Purchaser when the goods have been collected by the purchaser or carrier on his behalf. The goods are delivered to the Purchaser's premises, the goods being ready for delivery, then delivery being postponed at the Purchaser's request.

10. Title

10.1 Title to the goods shall pass to the Purchaser only when all sums due from the contract have been paid to the Seller.

10.2 Title to any specific designs, calculations, and any other documentation, unless otherwise agreed in writing by the Seller, shall remain the property of the Seller, and will not be given to, disclosed to or used by any third party.

10.3 The Seller may recover goods in respect of which title has not passed to the Purchaser at any time and the Purchaser hereby licences the Seller its offices, employees and agents to enter upon any premises of the Purchaser for the purpose of recovering said goods.

10.4 If the goods are combined by the Purchaser with other items or utilised in the production of other items the Seller shall retain title to the goods if they remain capable of removal or separation. If so required the Purchaser will return the goods in good condition to the Seller and will meet any costs the Seller has incurred in recovering or repairing the goods.

10.5 In the event of the Purchaser re-selling the goods to another bona fide business, the Purchaser has a duty to the Seller to account for the proceeds, but may retain thereon any excess of such proceeds over the amount outstanding under this or any other contract between them.

11. Warranties and Liability

11.1 Except as provided by these Conditions the Seller warrants that the Goods will correspond with their description in the Sellers Price List or in any Quotation provided by the Seller or where the description of the Goods has been varied by agreement between the Seller and the Buyer the Buyers Order at the time of delivery or (as appropriate) collection by the Buyer or the Buyers authorised representative and as respects

11.1.1 Goods provided by the Seller will be free from defects in materials and workmanship and

11.2 The Seller shall be under no liability to the Buyer under Condition 11.1

11.2.1 for any defect in the Goods arising from any drawing, design, sample, specification, instruction or materials provided by the Buyer.

11.2.2 for any defect due to fair wear and tear wilful damage negligence abnormal working conditions failure to follow the instructions of the Seller (whether oral or in Writing) misuse alteration or repair of the Goods without the Sellers approval in Writing

11.2.3 if the Price or any part of the Price has not been paid by the due date for payment

11.2.4 for any defect arising in or from any materials or components supplied by the Buyer

11.2.5 for any defect arising in or from any materials or components not manufactured fabricated or assembled by the Seller.

11.3 The Buyer shall be entitled in respect of the materials and components referred to in Conditions 11.2.4 and 11.2.5 only to the benefit of any warranty or guarantee given by the manufacturer of these materials or components.

11.4 Except as expressly provided by these Conditions all warranties conditions or other terms implied by the law of the European Union, Act of Parliament, statutory regulation or common law are excluded so far as permitted by law.

11.5 If the Seller shall have provided a Quotation any claim by the Buyer based on a defect in the quality or condition of the Goods or their failure to correspond with the specification or description given in the Quotation or where the Quotation is varied following submission the Buyers orders shall

11.5.1 where delivered or tendered for delivery at the Buyers premises or elsewhere as directed by the Buyer be notified to the Seller in Writing

11.5.1.1 within seven (7) Business Days from the date of delivery or tender for delivery where the defect or failure is apparent on reasonable inspection or

11.5.1.2 within seven (7) Business Days after discovery of the defect or failure if not apparent on reasonable inspection.

11.5.2 where collected by the Buyer or the Buyers authorised representative from the Sellers premises

11.5.2.1 within seven (7) Business Days of the date of collection where the defect or failure is apparent on reasonable inspection or

11.5.2.2 within seven (7) Business Days after the discovery of the defect or failure if not apparent on reasonable inspection.

11.6 If the Goods are delivered to or on the direction of or are collected by the Buyer and the Buyer does not notify the Seller of any claim within the time limits specified in Conditions 11.5 and 11.6

11.6.1 the Buyer shall not be entitled to reject the Goods and

11.6.2 the Seller shall not be liable for the defector failure

11.6.3 the Buyer shall pay the Price as if the Goods had been delivered in accordance with the Contract

11.7 Where a valid claim in respect of the Goods or any of them based on a defect in their quality or condition or failure to correspond with the specification or description given in any Quotation or where any Quotation is varied following submission the Buyers Order is notified to the Seller in accordance with these Conditions the Seller may at its discretion

11.7.1 replace or repair the Goods or such of the Goods accepted by the Seller as being defective or as failing to correspond with specification or description free of any further charge or

11.7.2 refund the Price or the part of the Price relating to the defective Goods or the Goods which fail to correspond with specification or description.

11.8 The Seller shall have no further liability to the Buyer for any claim in respect of the Goods once the Seller has replaced or repaired the Goods in accordance with Condition 9.7.1 or refunded the Price in accordance with Condition 9.7.2

11.9 Except for death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer for

11.9.1 any representation (unless fraudulent) in respect of the Goods or the Services

11.9.2 any implied warranty (except as respects the title of the Seller to any Goods manufactured by the Seller) condition or other term

11.9.3 any duty at common law or under these Conditions or

11.9.4 for loss of profit or for any indirect consequential or incidental loss or damages costs expenses or other claims for payment arising out of the supply of the Goods or the provision of the Services or the use or resale of the Goods by the Buyer

11.10 The total liability of the Seller under or pursuant to the Contract shall not exceed the Price except where expressly provided otherwise by these Conditions.

11.11 The Seller does not accept any public and product liability for goods sold for use in motor sport, motorcycle racing and speed trials. goods sold as motorsport products are developed for use in motor sport, they have not been developed for use by the general public or for use by the general public on public roads. As motor sport is inherently dangerous and the use of products in motor sports results in unusual stress and usage over which the Seller has no control, the Seller does not warrant or guarantee any aspect of the design, use or performance of the goods. The Seller only warrants that the goods have been manufactured in accordance with the manufacturing specifications and buyers instructions for such products.

11.12 In particular and without in any way limiting the scope of the foregoing disclaimer, no warranty or guarantee, express or implied, is made as to the ability of the Seller goods to protect the user from injury or death. The user assumes all such risks.

11.13 Further to the foregoing, except for the express warranty given in respect of conformity of goods to the manufacturing specifications, the Seller disclaims any and all warranties of any kind, including without limitation, any implied warranties of merchantability of fitness for a particular purpose.

12. Infringement of Intellectual Property Rights

12.1 Except as provided by Condition 12.2 the Seller shall indemnify the Buyer against loss damages costs and expenses awarded against or incurred by the Buyer in respect of any claim that the use or resale of the Goods by the Buyer infringes the patent copyright design trade mark or other industrial or intellectual property rights of any other person.

12.2 The indemnity provided by Condition 12.1 shall

12.2.1 not apply to Goods produced by the Seller using any drawing design specification or instructions provided or manufactured fabricated or assembled from vehicles materials or components supplied by or on behalf of the Buyer

12.2.2 apply provided

- 12.2.2.1 the Seller is given full control of any proceedings or negotiations arising in respect of the claim by the Buyer
- 12.2.2.2 the Buyer gives the Seller all reasonable assistance for the purpose of investigating or pursuing the proceedings or negotiations
- 12.2.2.3 the Buyer shall not pay or accept any claim (except a final award) or compromise any proceedings without the consent of the Seller
- 12.2.2.4 the Buyer shall do nothing which will or might prejudice or jeopardise any policy of insurance or insurance cover which the Buyer has in respect of any alleged infringement.
- 12.2.2.5 the Seller shall be entitled to the benefit of and the Buyer shall pay the Seller all damages and costs (if any) awarded to the Buyer which are payable by or agreed to be paid by any other person in respect of the claim
- 12.2.3 Without limiting any duty of the Buyer at common law the Seller may require the Buyer to take any steps reasonably requested by the Seller to mitigate or reduce any loss damages costs or expenses for which the Seller is liable under the indemnity in Condition 12.1
- 12.2.4 The indemnity provided by Condition 12.2.4 shall not apply to the extent that the Buyer uses its best endeavours to recover and recovers any insurance money in respect of any infringement of intellectual property rights by the Seller

13. Insolvency of Buyer

- 13.1 This Condition applies if
 - 13.1.1 the Buyer
 - 13.1.1.1 if an individual or company makes a voluntary arrangement with its creditors
 - 13.1.1.2 if an individual becomes bankrupt
 - 13.1.1.3 if a company becomes subject to an administration order or goes into liquidation except for the purpose of amalgamation or reconstruction
 - 13.1.2 a lender takes possession of or a receiver or administrative receiver is appointed of any property or assets of the Buyer or
 - 13.1.3 the Buyer ceases or threatens or ceases to carry on business
 - 13.1.4 the Seller reasonably suspects or believes that any of the events referred to in this Condition is about to occur in respect of the Buyer and notifies the Buyer in Writing of the Seller's decision
- 13.2 If Condition 13.1 applies
 - 13.2.1 the Seller may cancel the Contract or suspend any further deliveries of the Goods under it
 - 13.2.2 the price or any part of it which remains unpaid shall become due and payable immediately regardless of any previous agreement or understanding to the contrary between the Buyer and the Seller
 - 13.3 The remedies referred to in Condition 13.2 shall not restrict or replace any other legal right or remedy available to the Seller

14. Export

- 14.1 In these conditions "Incoterms" means the internal rules for 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 the latter shall prevail.
- 14.2 Where the Goods are supplied for export from the United Kingdom the provisions of this Condition 14 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of those Conditions
- 14.3 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 taxes and duties thereon
- 14.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered from 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
- 14.5 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
- 14.6 The Buyer undertakes not to offer the Goods for resale in any 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

15. Dispute Resolution

- 15.1 If any dispute arises between the Seller and the Buyer about meaning or effect of these Conditions or their respective rights and responsibilities under them
 - 15.1.1 the party in dispute will notify the other in Writing without delay once it is clear that a dispute has arisen stating clearly the reason for and circumstances of the dispute
 - 15.1.2 the Seller and the Buyer will then have thirty (30) Business Days from the date of the notice referred to in Condition 14.1.1 to use all reasonable efforts to negotiate in good faith and settle the dispute between themselves
 - 15.1.3 if a resolution cannot be reached, on agreement of both the Seller and the Buyer, the dispute may be referred to a third party arbitrator to assist in resolution.
- 15.2 Nothing contained in this Condition 15 shall restrict either party's freedom to commence legal proceedings to preserve any legal right or remedy under these Conditions or to protect any proprietary or confidential right of that party.

16. Third Party Rights

- 16.1 The Purchaser shall indemnify the Seller against any and all claims costs demands and expenses incurred by or made against the Seller as a direct or indirect result of the carrying out of any work required to be done on or to the goods in accordance with the requirements or specifications of the Purchaser involving any infringement or claims of infringement of any intellectual or industrial property right vested in any third party.

17. Force Majeure

- 17.1 The Seller shall in no circumstances be liable for any losses caused by or resulting from inability to supply, or a delay in supplying goods arising from any circumstances beyond its control including in particular but without limiting the generality of the foregoing, force majeure, Act of God or the Queen's enemies, civil disturbance, industrial disputes, sabotage, explosion, fire, flood, severe weather conditions, withdrawal of labour, breakdown of machinery, embargoes or export restrictions, loss or detention of vessels or other means

of transport, inability to arrange transport by the Seller's normal methods, delay in loading or discharging goods, inability to obtain supplies of goods or materials, restrictions on the use of or supply of fuel or power or other significant event.

13. Governing Law

13.1 The Law of England shall govern the validity construction and performance of any contract to which these conditions apply, and the buyer and the seller submit to the exclusive jurisdiction of the English Courts.

14. Misc.

14.1 If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.