



CURTIS INSTRUMENTS (UK) LTD.

5 Upper Priory Street
Northampton NN1 2PT
ENGLAND

Tel. 44-1604-629755

www.curtisinst.co.uk

CURTIS

A **KOHLER** COMPANY

GENERAL TERMS AND CONDITIONS OF SALE

The Buyer's attention is particularly drawn to the provisions of clause 20 (Limitation of liability).

1. GENERAL

The following definitions and rules of interpretation apply in these Conditions.

1.1

Definitions:

"**Business Day**" a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"**Buyer**" the person or firm who purchases the Goods or Services or Goods and Services from Seller.

"**Commencement Date**" has the meaning given in clause 2.2.

"**Contract Year**" means a 12-month period commencing on the Commencement Date or any anniversary thereof.

"**Conditions**" these terms and conditions as amended from time to time in accordance with clause 22.12.

"**Contract**" the contract between Seller and the Buyer for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

"**Control**" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be interpreted accordingly.

"**Curtis Warranty Period**" has the meaning given in clause 12.1

"**Deliverables**" the deliverables (if any) set out in the Order produced by Seller for the Buyer.

"**Delivery Location**" means the Seller's manufacturing facility at: 5 Upper Priory Street, Northampton, NN1 2PT or such other delivery location as is specified on the Order.

"**Force Majeure Event**" has the meaning given to it in clause 11.

"**Goods**" the goods (or any part of them) set out in the Order.

"**Goods Specification**" any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Buyer and Seller.

"**Intellectual Property Rights**" patents, rights to inventions, copyright and related rights, moral rights, trade marks business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Order**" the Buyer's order for the supply of Goods and/or Services or Goods and Services, as set out overleaf.

"**Seller**" Curtis Instruments (U.K.) Limited. Registered in England and Wales with company number 01155844.

"**Seller Materials**" has the meaning given in clause 15.1(h).

"**Services**" the services, including the Deliverables, to be supplied by Seller to the Buyer as set out in the Order.

"**Service Specification**" the description or specification for the Services provided in writing by Seller to the Buyer.

"**Third Party Warranty Period**" has the meaning given in clause 12.2.

"**Warranty Period**" means either the Curtis Warranty Period or the Third Party Warranty Period as applicable.

1.2

Interpretation.

(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

(d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.3 A reference to **writing** or **written** includes fax and email. For the avoidance of doubt, this clause 1.3 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Buyer to purchase Goods or Services or Goods and Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Seller issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any quotation given by Seller shall not constitute an offer, and is only valid for a period of 60 days from its date of issue, unless otherwise agreed in writing.

2.4 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. GOODS

3.1 The Goods are described in the Order as modified or supplemented by any applicable Goods Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Buyer, the Buyer shall indemnify Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Seller arising out of or in connection with any claim made against Seller for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Seller's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.

Seller reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and Seller shall notify the Buyer in any such event.

4. PRICE VARIATION

4.1 The price for Goods is based on the current price of materials, labour, transport and other prime costs of the Seller including the rate of exchange of sterling. If such costs increase after the date of Order, Seller reserves the right to increase the price of the Goods, at any time, by a fair proportion to reflect the increased cost.

5. PAYMENT TERMS

5.1 Subject to clause 4.1, the price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in Seller's published price list as at the date of the Order.

5.2 The charges for Services shall be calculated in accordance with the Order.

5.3 All prices and charges shall be exclusive of value added tax (VAT) and any other applicable tax and insurance and, in addition in the case of Goods, all costs associated with the packaging and transport of the Goods, which shall be payable by the Buyer in addition.



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- 5.4 In respect of Goods, Seller shall be entitled to invoice the Buyer on or after the acceptance of the Order. In respect of Services, Seller shall be entitled to invoice the Buyer, as specified in the Order or, if not so specified, at any time from the acceptance of the Order.
- 5.5 Payment is due 30 days following the end of the month in which the invoice is issued, unless otherwise agreed, in writing. Time for payment shall be of the essence of the Contract.
- 5.6 Where any taxable supply for value added tax (VAT) purposes is made under the Contract by the Seller to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 5.7 Invoice queries must be made with the Seller within 30 days of the date of invoice.
- 6. OVERDUE PAYMENT AND CANCELLATIONS**
- 6.1 The Seller shall be entitled to charge interest at a rate equal to 8% above the base lending rate of Barclays Bank PLC on all overdue payments.
- 6.2 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.3 The Seller shall be entitled to suspend or cancel delivery of Goods or the supply of Services under the Contract if any payment is overdue or if the Buyer has failed to take delivery of the Goods.
- 7. PLACE OF DELIVERY**
- 7.1 Unless otherwise agreed on the Order, the Goods shall be delivered Ex Works (Incoterms 2020) to the Seller's manufacturing facility at: 5 Upper Priory Street, Northampton, NN1 2PT.
- 8. DELIVERY DATE**
- 8.1 Any dates quoted for delivery of the Goods or performance of Services are approximate only, any date named by the Seller for delivery or performance is given and intended as an estimate only and is not to be of the essence of the contract. The Seller shall not be liable in any way in respect of late delivery or performance provided the Seller has endeavoured and continues to endeavour to supply the Goods and/or Services as soon as is reasonably practicable.
- 8.2 Delivery of the Goods shall be deemed complete upon the Seller making the Goods available at the Delivery Location.
- 8.3 Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 9. TIME FOR NOTIFYING SHORT DELIVERY OR NON-DELIVERY**
- 9.1 The Seller shall not be liable in any way whatsoever for short delivery of Goods unless a claim is notified to the Seller within 3 days of delivery. The Buyer should notify the Seller if Goods are not received within 14 days of the despatch date shown on the advice note.
- 10. VARIATION TO THE GOODS SPECIFICATION AND/OR SERVICE SPECIFICATION**
- 10.1 No change in drawings or Goods Specifications and/or Service Specifications or changes to this Contract shall be made unless specifically agreed to in writing by the parties.
- 10.2 The Seller shall endeavour to accommodate reasonable requests to vary the Goods Specification requested by the Buyer where practicable but shall not be obliged to do so. To the extent the Seller does accommodate any such request it shall all be entitled to make any price adjustment resulting from a variation to the Goods Specification.
- 11. FORCE MAJEURE**
- 11.1 The Seller shall not be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (**Force Majeure Event**). If a Force Majeure Event prevents the Seller from performing its obligations under the Contract for a period of more than 2 months, the Seller may without liability terminate this Contract by giving the Buyer not less than 5 days' written notice.
- 12. WARRANTY**
- 12.1 The Seller warrants that on delivery, Goods manufactured by the Seller will be free from defects in material and workmanship for a period of 24 months from the date of delivery, or any other warranty period agreed in writing (**Curtis Warranty Period**).
- 12.2 Where any Goods are manufactured (in whole or in part) by a third party, and the Order indicates that such third party manufactured Goods are subject to a warranty period (**Third Party Warranty Period**), the Seller warrants that on delivery such third party Goods will be free from defects in material and workmanship for the Third Party Warranty Period.
- 12.3 Goods returned during the Warranty Period shall be delivered to the Seller's premises at the Buyer's expense. The Buyer will pay for all the Services given and expenses incurred by the Seller in connection with Goods returned under warranty and found not to be defective.
- 12.4 In the event of a warranty claim during the Warranty Period, the Seller shall effect such repair or replacement as in its sole judgement it considers necessary to restore the Goods to proper working order but except for such repair or replacement the Seller shall have no liability whatsoever to the Buyer to the extent this results from a warranty claim.
- 12.5 If the Seller cannot repair or replace the defective Goods, its liability shall be limited to refunding the cost of the Goods only.
- 12.6 Any warranty claim under clause 12.1 shall be void if:
 - (a) The Buyer suffers or allows any other person other than the Seller or its authorised agents to repair, adjust or otherwise tamper with the Goods; or
 - (b) Any alterations whatsoever have been made to the Goods otherwise than by the Seller or its authorised agent; or
 - (c) The Buyer has not complied with its duties hereunder.
- 12.7 Except as stated in clause 12.1 all guarantees, representations, warranties and conditions (whether express or implied by statute or otherwise) are hereby expressly excluded and the Seller shall not be liable for any injury, loss or damage whatsoever or howsoever arising from or relating in any way to the Goods.
- 13. PASSING OF RISK AND PASSING OF TITLE**
- 13.1 Risk in the Goods shall pass to the Buyer on the Goods being made available for collection at the Delivery Location, unless otherwise agreed in the Order. Title in the Goods shall remain that of the Seller until the happening of the first of the following events; (i) Payment by the Buyer of the price of the Goods and all the other things sold or delivered by the Seller to the Buyer; or (ii) the Buyer resells the Goods in which case clause 13.2 shall apply.
- 13.2 The Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time it does so as principal and not as the Seller's agent; and title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.
- 13.3 Until title to the Goods has passed to the Buyer, the Buyer shall ensure that the Goods are stored and kept in good condition, insured against all risks for their full price from the date of delivery and marked or distinguished so as to be easily identified as the Seller's property and in particular records shall be kept of their individual whereabouts, and should they be the subject sale permitted hereunder, records shall be kept of the buyers thereof and of the prices at which the same are agreed to be sold.
- 13.4 The amounts receivable by the Buyer pursuant to any sale of the Goods permitted hereunder, being receivable upon a sale of the property of the Seller, shall be collected for and held in trust for the Seller, to the extent that such amounts do not exceed the total debt owed by the Buyer to



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- 13.5 the Seller in respect of the price of the Goods and of the price of all other things sold or delivered by the Seller to the Buyer.
- 13.5 Upon any default by the Buyer of these Conditions (including terms as to payment) or in the insolvency, bankruptcy, making of a winding up order against or appointment of any receiver, administrative receiver administrator or liquidator of the Buyer or its assets or upon the Buyer suffering any distraint or distress or execution against his Goods then the Seller may dispose of or recover any of the Goods entering the Buyer's premises for the purpose thereof.
- 14. SUPPLY OF SERVICES**
- 14.1 Seller shall supply the Services to the Buyer in accordance with the Service Specification (if any) in all material respects.
- 14.2 Seller reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services and Seller shall notify the Buyer in any such event.
- 14.3 Seller warrants to the Buyer that the Services will be provided using reasonable care and skill.
- 15. BUYER'S OBLIGATIONS**
- 15.1 The Buyer shall:
- (a) Ensure that the terms of the Order and any information it provides in both the Service Specification and the Goods Specification are complete and accurate;
 - (b) Co-operate with Seller in all matters relating to the Services, delivery of the Goods and the Seller's performance of the Contract;
 - (c) provide Seller, its employees, agents, consultants and subcontractors, with access to the Buyer's premises, office accommodation and other facilities as reasonably required by Seller to provide the Services;
 - (d) Provide Seller with such information and materials as Seller may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (e) Where applicable, prepare the Buyer's premises and equipment/machine/product are fully ready and prepared for the supply of the Services;
 - (f) Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - (g) Comply with all applicable laws, including health and safety laws;
 - (h) Keep all materials, equipment, documents and other property of Seller (**Seller Materials**) at the Buyer's premises in safe custody at its own risk, maintain Seller Materials in good condition until returned to Seller, and not dispose of or use Seller Materials other than in accordance with Seller's written instructions or authorisation; and
 - (i) Comply with any additional obligations as set out in the Service Specification or the Goods Specification or both.
- 15.2 If Seller's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (**Buyer Default**):
- (a) without limiting or affecting any other right or remedy available to it, Seller shall have the right to suspend performance of its obligations under the Contract (including the performance of the Services and delivery of the Goods) until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations in each case to the extent the Buyer Default prevents or delays Seller's performance of any of its obligations;
 - (b) Seller shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from

- (c) Seller's failure or delay to perform any of its obligations as set out in this clause 15.2; and
 - (c) The Buyer shall reimburse Seller on written demand for any costs or losses sustained or incurred by Seller arising directly or indirectly from the Buyer Default.
- 16. ANTI-CORRUPTION COMPLIANCE**
- 16.1 Each party shall:
- (a) Comply with applicable laws, statutes, regulations to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - (b) Notify the other (in writing) if it becomes aware of any breach of clause 16.1(a), or has reason to believe that it has received a request or demand for any undue financial or other advantage in connection with the performance of the Contract; and
- 16.2 Breach of this clause 16 shall be deemed a breach of a material breach.
- 17. EXPORT COMPLIANCE**
- 17.1 Each party will at all times and at its own expense: (i) strictly comply with all applicable laws, rules, regulations, ordinances, and governmental orders, now or hereafter in effect, relating to its performance under this Contract including, without limitation, export and import laws and regulations; (ii) pay all fees and other charges required by such laws, rules, regulations and orders; and (iii) maintain in full force and affect all licenses, permits, authorizations, registrations, and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder. If requested by Seller, Buyer will sign written assurances and other export or import related documents, as may be required under applicable export or import laws and regulations.
- 18. INTELLECTUAL PROPERTY RIGHTS**
- 18.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Buyer) shall be owned by Seller.
- 18.2 Seller grants to the Buyer, or shall procure the direct grant to the Buyer of a non-exclusive, royalty-free licence to use the Deliverables (excluding materials provided by the Buyer) for the purpose of receiving and using the Services and the Deliverables in its business.
- 18.3 The Buyer shall not sub-license, assign or otherwise transfer the rights granted by clause 18.2.
- 18.4 The Buyer grants Seller a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Buyer to Seller for the term of the Contract for providing the Services to the Buyer.
- 19. CONFIDENTIALITY**
- 19.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, Buyers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 19.2.
- 19.2 Each party may disclose the other party's confidential information:
- (a) To its employees, officers, representatives, contractors, subcontracts, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 19; and
 - (b) As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 19.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.



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20. LIMITATION OF LIABILITY

- 20.1 References to liability in this clause 20 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 20.2 Nothing in the Contract limits any liability that cannot legally be limited.
- 20.3 Subject to clause 20.2, the Seller's total liability to the Buyer in any Contract Year shall not exceed the greater of £1,000 or the fees paid by the Buyer in connection with the Contract in the Contract Year in which the breaches occurred.
- 20.4 Subject to clause 20.2, the Seller shall not be liable for any loss of profit; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use of data or information; loss of or damage to goodwill; and indirect or consequential loss.
- 20.5 Seller has given commitments as to compliance of the Goods and Services with relevant specifications in clause 12 and clause 14. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 20.6 This clause 20 shall survive termination of the Contract.

21. TERMINATION

- 21.1 Without affecting any other right or remedy available to it, the Seller may terminate the Contract by giving the Buyer not less than one months' written notice. The Buyer may terminate any Services that are provided on an ongoing basis indefinite basis on not less than one months' written notice.
- 21.2 Without affecting any other right or remedy available to it, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if:
 - (a) The Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (b) The Buyer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (c) The Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 21.3 Without affecting any other right or remedy available to it, Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if:
 - (a) The Buyer fails to pay any amount due under the Contract on the due date for payment; or
 - (b) There is a change of Control of the Buyer.
- 21.4 Without affecting any other right or remedy available to it, Seller may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and Seller if the Buyer fails to pay any amount due under the Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clause 21.2(a) to clause 21.2(c), or Seller reasonably believes that the Buyer is about to become subject to any of them.

22. CONSEQUENCES OF TERMINATION

- 22.1 On termination of the Contract:
 - (a) The Buyer shall immediately pay to Seller all of Seller's outstanding unpaid invoices and interest and, in respect of

Services and Goods supplied but for which no invoice has been submitted, Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt;

- (b) The Buyer shall return all of Sellers Materials and any Deliverables or Goods, which have not been fully paid for. If the Buyer fails to do so, then Seller may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safekeeping and will not use them for any purpose not connected with this Contract.

22.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract, which existed at or before the date of termination.

22.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

22.4 Miscellaneous

22.5 **Goods and Services descriptions.** Any description or illustrations in the Seller's catalogues, price lists or other advertising materials are intended merely to present a general idea of the Goods or Services and shall not form representations, not be binding on the Seller or be part of the Contract.

22.6 **Assignment and other dealings.** Seller may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Buyer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Seller.

22.7 **Notices.** Any notice to a party under this Contract shall be in writing in the English language, signed by or on behalf of the party giving it and shall be delivered personally, by pre-paid first class post, (or airmail, if abroad), prepaid recorded delivery (or international equivalent) to the address of the party appearing on the Order, or as otherwise notified in writing from time to time. A notice shall be deemed to have been served at the time of delivery, if delivered personally, or 48 hours after posting for an address in the United Kingdom and five Business Days after posting for any other address.

22.8 **Severance.** Each of the clauses of these Conditions of sale and every part thereof shall be separate and severable to the extent that if one clause or one part thereof shall be unenforceable the other clauses and the other parts of the clause respectively shall be effective.

22.9 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

22.10 **Entire agreement.** This Contract contains the entire agreement between the Seller and the Buyer and in the case of any inconsistency between these Conditions and the terms and conditions of any other contract documents sent by the Buyer to the Seller (whatever their respective dates) in respect of the of the Goods and/ or Services these Conditions shall prevail.

22.11 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

22.12 Variation and Waiver.

- (a) Except as set out in these Conditions, no waivers, alterations or modifications of the Contract shall be effective unless made in writing signed by the duly authorised representative of the party against whom the same shall be sought to be enforced.



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- (b) The Seller reserves the right to request receipt of an acknowledgement that is signed by an authorised representative of the Buyer, should it be deemed necessary.

23. JURISDICTION AND GOVERNING LAW

- 23.1 This Contract shall be interpreted according to the laws of England and Wales, and the Buyer hereby accepts the exclusive jurisdiction of the courts of England and Wales, or a court in an alternative jurisdiction as the Seller may nominate in writing, for the purpose of settling any dispute or claim (including non-contractual disputes or claims) arising out of this Contract.

24. EXPORT SALES

- 24.1 All Goods are delivered ex-works. To the extent the Seller agrees in writing to arrange any carriage, insurance, or the completion of any export documentation or certification on behalf of the Buyer, the Buyer shall reimburse the Seller on demand for all such costs and expenses.
- 24.2 The Buyer is responsible for all import, customs and other duties or taxes. Additional packaging required will be charged to the Buyer as additional costs.
- 24.3 The Buyer is solely responsible for obtaining all necessary export or import licences that must be produced to the Seller on demand.