EXCEPTION PCB LIMITED TERMS AND CONDITIONS OF SALE

1 Definitions and Interpretation

1.1 In these Conditions the following words have the following meanings: "Confidential Information" means secret or confidential commercial, financial, marketing, technical or other information, know-how, trade secrets and other information in any form or medium whether disclosed orally or in Writing before or after the date of this Agreement, together with any reproductions of such information in any form or medium or any part(s) of this information (and "confidential" means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available); "Contract" means any contract between the Seller and the Customer for the sale of Goods and/or provision of Services, incorporating these Conditions; "Customer" means the person(s), firm or company who purchases the Goods and/or Services from the Seller; "Goods" means any goods agreed in the Contract to be supplied to the Customer by the Seller (including any part or parts of them); "Seller" means Exception PCB Limited (Registered No: 1338479) whose registered office is at Alexandra Way, Ashchurch Business Centre, Tewkesbury, Gloucestershire GL20 8NB; "Services" means any Services agreed in the contract to be provided to the Customer by the Seller.

2 Basis of Contract

2.1 Subject to any variation under Condition 2.2 the Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever). 2.2 Any variation to these Conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing, refers specifically to the Contract and is executed by a duly authorised representative of the Seller. 2.3 Any quotation or estimate made by the Seller is given subject to these Conditions. Without prejudice to the Seller's right not to accept an order, quotations will be valid for 30 days from date of issue. 2.4 Each order for Goods or Services by the Customer from the Seller shall be deemed to be an offer by the Customer to purchase Goods or Services subject to these Conditions. 2.5 It is the Customer's obligation to ensure that the terms of its order and any applicable specification are complete and accurate. 2.6 The Customer shall be solely responsible for the accuracy of the Customer's designs, drawings, specifications and other data supplied to the Seller by the Customer or the Customer's employees or agents and in conformity with which the Seller is to manufacture the Goods or perform the Services even if the Seller examines, inspects, studies or comments to the Customer upon any such designs, drawings, specifications or other data. 2.7 The Seller reserves the right without liability to the Customer to make any changes in the specification of the Goods or Services which are required to conform with any applicable statutory or EC requirements or which do not materially affect the quality or performance of the Goods or Services. 2.8 No order placed by the Customer shall be deemed to be accepted by the Seller until a written acknowledgement of order (which may be sent by electronic means) is issued by the Seller or (if earlier) the Seller commences performance of the Services, manufacture of the Goods, their appropriation to the Customer's order or despatch of the Goods to the Customer. Any order shall be accepted entirely at the discretion of the Seller. 2.9 The Customer can only cancel an order (or any part of an order) which the Seller has already accepted, with the Seller's prior agreement in writing. The Seller is not bound to agree to any such cancellation and may complete such order even if the Customer purports to cancel it, and the Seller shall be entitled to charge to the Customer the costs of production to the date of cancellation together with the costs of raw materials and processing charges for all finished goods and work in progress at that time. The Seller will hold all material (regardless of position during process) until the cancellation costs are paid for and settled in full. 2.10 The Customer shall not erase, remove, cover, deface or alter any trademark or copyright notice, guarantee or other statement or marking affixed or applied by the Seller on or to either the Goods or any technical or promotional material relative to the Goods whether before or after title to the Goods passes to the Customer. 2.11 If the Seller's performance of the Contract is suspended following the Seller's acceptance of a request from the Customer, or is delayed through the Customer's default (including, without limitation, lack of, incomplete or incorrect instructions or refusal to collect or accept delivery of the Goods), the Seller shall be entitled to and the Customer shall make payment in accordance with the Contract for any part of the Services which had already been performed and for any part of the Goods which were already despatched to the Customer or were ready for despatch or were being manufactured prior to the suspension or delay and for any other additional costs that the Seller incurs including storage, insurance and interest as a result of such suspension or delay. In addition, the Seller shall be entitled to charge the Customer the Contract cost of all components bought in by the Seller for the Contract irrespective of whether those components were scheduled to have been used by the Seller at the time of suspension, following which, such components shall be treated as free issue goods in accordance with Clause 11.

3 Description of the Goods and Services

3.1 The unit price, quantity, quality, description of and any specification for the Goods or Services shall be set out in the Seller's acknowledgement of order or, in its absence, the Seller's quotation. 3.2 Any advice or recommendation given by the Seller or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Customer's own risk.

4 Delivery and Acceptance of Goods

4.1 Unless otherwise agreed by all Parties, the Seller will effect delivery of the Goods to the Customer's usual place of business as specified in the relevant purchase order. 4.2 If for any reason the Customer does not accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations then the Goods will be deemed to have been delivered, risk passing to the Customer (including for loss or damage caused by the Seller's negligence) and the Seller may: (a) store the Goods until actual delivery whereupon the Customer will be liable for all related costs and expenses (including without limitation storage and insurance); or (b) sell the Goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Customer for any shortfall below the Contract price. 4.3 The Customer will provide at its expense at the place of delivery adequate and appropriate equipment and manual labour for unloading the Goods. 4.4 The Seller shall be entitled at its discretion to make delivery of the Goods by instalments and to invoice the Customer for each instalment individually. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated or to refuse to accept subsequent instalments. 4.5 The quantity of any consignment of Goods as recorded by the Seller upon despatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary. 4.6 The Customer shall be deemed to have accepted the Goods as being in accordance with the Contract unless: (a) within 7 days of the date of delivery of the Goods, the Customer notifies the Seller in writing of any defect or other failure of the Goods to conform with the Contract (which would be apparent upon reasonable inspection and testing of the Goods within 7 days); or (b) the Customer notifies the Seller in writing of any defect or other failure of the Goods to conform with the Contract within a reasonable time where the defect or failure would not be so apparent within 7 days of the date of delivery, failing which the Customer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. 4.7 Goods, once delivered, may not be returned unless their return is agreed in advance in writing by the Seller and are accompanied by a written record of invoice number, date and a note of reason(s) for their return. 4.8 The Seller will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence), nor will any delay entitle the Customer to terminate or rescind the Contract. 4.9 The Seller shall only be liable for any non-delivery of the Goods (even if caused by the Seller's negligence) if the Customer gives written notice to the Seller within 7 days of the date when the Goods would, in the ordinary course of events, have been delivered. 4.10 If the Customer gives notice to the Seller in accordance with Condition 4.9, the liability of the Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

5 Passing of Risk and Legal Title

5.1 The Goods shall be at the risk of the Customer from the time of delivery. 5.2 Legal title to and property in the Goods shall remain vested in the Seller (even though they have been delivered and risk has passed to the Customer) until: (a) payment in full, in cash or cleared funds, for all the Goods has been received by the Seller; and (b) all other money payable by the Customer to the Seller on any other account or under the Contract or any other contract has been received by the Seller. 5.3 Until legal title to and property in the Goods passes to the Customer: (a) the Customer shall hold the Goods on a fiduciary basis as the Seller's bailee; (b) the Customer shall store the Goods at its premises in a proper manner in appropriate environmental conditions which adequately protect and preserve the Goods and shall insure them, without any charge to the Seller, and not tamper with any identification upon the Goods or their packaging and shall ensure that they are stored separately from any other goods (whether or not supplied by the Seller) and are clearly identifiable as belonging to the Seller and the Seller shall be entitled to examine any such Goods in storage at any time during normal business hours upon giving the Customer reasonable notice of its intention to do so; (c) the Seller may at any time, on demand and without prior notice, require the Customer to deliver the Goods up to the Seller and the Seller may repossess and resell the Goods if any of the events specified in Condition 15 occurs or if any sum due to the Seller from the Customer under the Contract or on any other account or under any other contract is not paid when due;(d) for the purposes of this Condition 5 the Seller, its employees, agents and sub-contractors will be entitled to free and unrestricted access to any premises owned, occupied or controlled by the Customer and/or any other location where any of the Goods are situated at any time without prior notice; (e) the Seller shall be entitled to maintain an action against the Customer for the price of the Goods notwithstanding that legal, equitable and beneficial title to and property in the Goods has not passed to the Customer; and (f) the Seller hereby authorises the Customer to use and/or sell the Goods in the normal course of the Customer's business and to pass good title in the Goods to its customers, if they are purchasers in good faith without notice of the Seller's rights. This right shall automatically cease on the occurrence of any event set out in Condition 15 and/or if any sum owed to the Seller by the Customer is not paid when due. If the Customer sells the Goods prior to paying the full price thereof the Customer shall hold the proceeds of sale on trust for the Seller and shall immediately pay the proceeds of the sale into a separate bank account. At the Seller's request, the Customer shall assign to the Seller all claims that the Customer may have against purchasers of the Goods from the Customer. 5.4 The Seller's rights and remedies set out in this Condition 5 are in addition to and shall not in any way prejudice, limit or restrict any of the Seller's other rights or remedies under the Contract or in law or equity.

6 Confidentiality

6.1 The Customer shall keep and procure to be kept secret and confidential all Confidential Information belonging to the Seller disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the Seller. Where disclosure is made to any employee, consultant or agent, it shall be done subject to obligations equivalent to those set out in these Conditions and the Customer shall use its best endeavours to procure that any such employee, consultant or agent complies with such obligations. The Customer shall be responsible to the Seller in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made. 6.2 The Customer shall not make any announcement or otherwise publicise the existence of or disclose to any person the provisions of the Contract without the prior written consent of the Seller.

7 Contract Price

7.1 Unless otherwise agreed by the Seller in writing, the price for the Goods shall be the price set out in the Seller's quotation to the Customer. 7.2 Unless otherwise agreed in writing the price for the Goods and/or Services shall be exclusive of any value added tax or other similar taxes or levies and all costs or charges in relation to carriage, freight and insurance all of which amounts the Customer will pay, where appropriate, in addition when it is due to pay for the Goods and/or Services.

8 Payment Terms

8.1 Payment of the price for the Goods and/or Services is due in Pounds Sterling or such other currency as the Contract shall specify 30 days after the earlier of delivery (or tender of delivery) of Goods or provision of Services, or the date of invoice and shall be made without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise. 8.2 Time for payment shall be of the essence. No payment shall be deemed to have been received until the Seller has received cleared funds. 8.3 Notwithstanding any other provision, all payments payable to the Seller under the Contract shall become due immediately upon termination of this Contract for whatever reason. 8.4 If any sum due from the Customer 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 Customer to the Seller shall become due and payable immediately and, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: (a) cancel or suspend its performance of the Contract or any order including suspending deliveries of the Goods and suspending delivery of any other goods to the Customer and suspending provision of the Services or other services until arrangements as to payment or credit have been established which are satisfactory to the Seller; (b) appropriate any payment made by the Customer to such of the Goods or such of the Services (or any goods or services supplied under any other contract between the Customer and the Seller) or as the Seller may think fit; (c) require the Customer to pay for all other Goods prior to their despatch or collection from the Seller's place of business; (d) charge the Customer: (i) interest calculated on a daily basis on all overdue amounts (both before and after judgement) until actual payment at the rate of five per cent (5%) per annum above the base lending rate of Bank of Scotland prevailing from time to time until payment is made in full; and (ii) the cost of obtaining judgement or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure; and (e) in addition to any rights of lien to which it may be by law entitled, the Seller shall be entitled to a general lien on all goods of the Buyer in the Seller's possession for all sums whether liquidated or quantified or not due from the Buyer to the Seller. The Seller shall not be liable for loss of or damage to the Buyer's property in the Seller's possession, either as a result of the exercise by the Seller of its lien or otherwise. 8.5 In the event of manufacture or supply of the Goods being delayed due to Customer related problems or circumstances beyond the Seller's control, the Seller reserves the right to invoice for relevant costs to date as a stage payment, to include the cost of components bought in for the Contract.

9 Warranty of Quality of Goods and Services

9.1 If the Customer establishes to the Seller's reasonable satisfaction that there is a defect in the materials or workmanship of the Goods manufactured or there is some other failure by the Seller in relation to the conformity of the Goods with the Contract or the Services have not been performed with reasonable care and skill, then the Seller shall at its option, at its sole discretion and within a reasonable time; (a) repair or make good such defect or failure in such Goods free of charge to the Customer (including all costs of transportation of any Goods or materials to and from the Customer for that purpose); (b) replace such Goods with Goods which are in all respects in accordance with the Contract or re-perform such Services; or (c) issue a credit note to the Customer in respect of the whole or part of the Contract price of such Goods or Services as appropriate having taken back such Goods or materials relating to such Services subject, in every case, to the remaining provisions of this Condition 9 provided that the liability of the Seller under this Condition 9 shall in no event exceed the purchase price of such Goods or Services and performance of any one of the above options shall constitute an entire discharge of the Seller's liability under this warranty. 9.2 Condition 9.1 shall not apply unless the Customer notifies the Seller in writing of the alleged defect within 7 days of the time when the Customer discovers or ought to have discovered the defect and in any event within 12 months of the delivery of the Goods or 3 months of performance of Services to the Customer or such other periods as agreed by the Seller in writing. 9.3 The Seller shall be under no liability under the warranty at Condition 9.1 above: (a) in respect of any defect arising from fair wear and tear, wilful damage, negligence, failure to store the Goods in the appropriate environmental conditions, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval; (b) if the total invoiced price for the Goods or Services has not been paid by the due date for payment; (c) for any parts, materials or equipment not manufactured by the Seller, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller to the extent that they are assignable by the Seller to the Customer; (d) for any Goods manufactured or appropriated to the Contract in accordance with any design, specification, instruction or recommendation made to the Seller by the Customer or for any Services provided in accordance with specifications, instructions or recommendation issued by the Customer; (e) in respect of any type of defect, damage or wear specifically excluded by the Seller by notice in writing; or (f) if the Customer makes any further use of the Goods after giving notice in accordance with Condition 9.2. 9.4 The warranties set out in this document are the only warranties which shall be given by the Seller and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10 Exclusion and Limitation of Liability

10.1 Condition 4 and the following provisions set out the entire liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of: (a) any breach of these Conditions or the Contract; and (b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract. 10.2 Nothing in these Condition excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence, or for fraudulent misrepresentation. THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITIONS 10.3 and 10.4 10.3 The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to 120% of the value of the Goods and/or Services in respect of which the Customer suffered or incurred such loss or damage. 10.4 The Seller shall not be liable to the Customer for any loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage, component or labour costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) or loss or damage (contractual, tortious, breach of statutory duty or otherwise) which arises out of or in connection with the Contract, or for any liability incurred by the Customer to any other person for any economic loss, claim for damages or awards howsoever arising from the Goods, Services or otherwise. 10.5 The price of the Goods and/or Services has been calculated on the basis that the Seller will exclude or limit its liability as set out in the Contract and the Customer by placing an order agrees and warrants that the Customer shall insure against or bear itself any loss for which the Seller has excluded or limited its liability in the Contract and the Seller shall have no further liability to the Customer. 10.6 Where the Seller has not acted as carrier but has at the Customer's request arranged for carriage of the Goods to the Customer, the Seller accepts no liability for damage or loss in transit and claims for such damage or loss shall be made by the Customer directly on the carrier provided that the Seller will use its reasonable endeavours to assist the Customer to secure recompense from the carrier.

11 Customer's Indemnity

11.1 The Customer 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 Customer irrevocably and unconditionally agrees to indemnify the Seller, its employees, sub-contractors 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 and economic loss (including without limitation loss of profit, future revenue, reputation or goodwill and anticipated savings) whether direct or indirect made against or incurred or suffered 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: (a) the manufacture and sale of the Goods or performance of the Services by the Seller in accordance with the Customer's designs, drawings, specifications or other data or information furnished or instructions given by the Customer; (b) any claims 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 or performance of the Services (save to the extent the same have been supplied in accordance with specifications or designs of the Seller); (c) the cancellation of any order by the Customer after its acceptance by the Seller in accordance with Condition 2.9; (d) any breach by the Customer of its obligations under the Contract; (e) any breach by the Seller 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. 11.2 Where any parts, components, materials, or articles for incorporation in the Goods are issued free of charge to the Seller by the Customer: (a) the Seller shall exercise reasonable care in inspecting such parts upon delivery, but shall not be liable to the Customer in any circumstances whatsoever for any loss or damage of any description resulting from the non-delivery or late delivery to the Seller of such parts or from the failure of such parts to meet the Customer's specifications or to be of satisfactory quality; (b) the Customer shall indemnify the Seller in respect of any loss or damage sustained by the Seller (including liability to third parties) where such loss or damage is occasioned by or attributable to the non-delivery to the Seller of such parts or the failure of such parts to meet the Customer's specification or to be of satisfactory quality; and 11(c) the Customer shall be solely responsible for the adequate insurance of such parts against all risks whilst on the Seller's premises or under the Seller's control.

12 Subcontracting, Assignment and Third Party Rights

12.1 The Customer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior consent of the Seller in writing. 12.2 The Seller may assign, charge, subcontract or transfer the Contract or any part of it to any person. 12.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Conditions. Save for any company in the same group of companies as the Seller, no person who is not a party to these Conditions (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of these Conditions which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this Condition 12.3.

13 Export Terms

13.1 Where the Goods are supplied for export from the United Kingdom or the Services are to be performed outside of the United Kingdom, the provisions of this Condition 13 shall apply notwithstanding any other provision of these Conditions or the Contract. 13.2 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of the current edition 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. 13.3 The Customer shall be responsible for complying with any legislation or regulations governing the performance of Services in the relevant country or the importation, use or sale of the Goods in the country of destination, the payment of any duties or taxes on them, the transportation and storage of Goods including without limitation any obligation to translate any instructions, labelling or packaging into any other language. 13.4 The Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979 and the parties agree that the United Nations Convention Contracts for the International Sale of Goods 1980 shall not apply to the Contract.

14 Force Majeure

14.1 The Seller reserves the right to suspend or cancel the Contract in whole or in part (without liability to the Customer) 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, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, strikes, 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 provided that, if the event of force majeure continues for a continuous period in excess of 30 days either party shall be entitled to give notice in Writing to the other party to terminate the Contract.

15 Breach of Contract or Insolvency

15.1 The Seller may, as it thinks fit, (without prejudice to any other rights or remedies it may have against the Customer) immediately suspend further performance of the Contract or cancel any outstanding provision of the Services or delivery of the Goods or stop any Goods in transit or by notice in writing to the Customer terminate the Contract without liability to the Seller if: (a) the Customer commits a material breach of any of its obligations under the Contract which is incapable of remedy; (b) the Customer fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its 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; (c) the Customer enters into bankruptcy, individual voluntary arrangement, liquidation, receivership, administration or into a corporate voluntary arrangement as defined by the Insolvency Act 1986; or (d) the Customer ceases, or threatens to cease, to carry on business; or (e) the Customer undergoes a change of control and for the purposes of this Condition 15.1(e), "control" has the meaning specified in Section 416 of the Income and Corporation Taxes Act 1998; 15.2 Notwithstanding any such termination or suspension in accordance with Conditions 15.1 above the Customer shall pay the Seller at the Contract rate for all Goods delivered or Services provided up to and including the date of suspension or termination 13and 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 or to become owing to the other.

16 General

16.1 Any intellectual property created by the Seller in the course of the performance of the Contract or otherwise in the manufacture of the Goods or the provision of the Services shall remain the Seller's property. Nothing in the Contract shall be deemed to have given the Customer a licence or any other right to use any of the intellectual property of the Seller. 16.2 The Contract is entered into in the English language and all amendments to the Contract, all correspondence concerning or relating to the Contract and all notices given and all documentation to be delivered by either party to the other under these Conditions shall be in Writing in the English language or shall be accompanied by an English translation prepared by such person or body as the Seller shall have approved in advance. 16.3 The waiver by the Seller of any breach of the Contract shall not prevent the subsequent enforcement of that breach and shall not be deemed to be a waiver of any subsequent breach of that or any other provision. 16.4 If at any time any one or more of the Conditions of the Contract (or any sub-Condition or paragraph or any part of one or more of these Conditions) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission. 16.5 Any notice given under this document shall be in writing and delivered by first class post or e-mail to the trading address of the Seller and the address of the Customer as specified in this document, or such other address as is notified to the other party from time to time. 16.6 The Contract sets out the entire agreement and understanding between the Customer and the Seller in connection with the sale of the Goods and shall supersede and replace all agreements and all documentation previously issued by the Seller purporting to set out its terms and conditions of sale of the Goods.

17 Law and Jurisdiction

17.1 This Contract and any dispute or claim arising out of or in connection with it shall be governed by and be construed in all respects in accordance with English law. 17.2 All disputes or claims arising out of or relating to this Contract shall be subject to the non exclusive jurisdiction of the English courts to which the parties irrevocably submit provided that the Seller may bring proceedings or seek remedies (including interim or interlocutory remedies) against the Customer before the courts or any competent authority of any country and the Customer hereby irrevocably agrees to submit to the jurisdiction of any court or any competent authority in which the Seller brings proceedings against the Customer under or in connection with the Contract.

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