

TERMS AND CONDITIONS OF SALE

1. Interpretation

In these conditions:

"CONDITIONS" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Supplier.

"CONTRACT" means the contract for the purchase and sale of the Goods and/or Services.

"CUSTOMER" means the person who accepts a quotation of the Supplier for the sale of the goods and/or services or whose order for the goods and/or services is accepted by the Supplier.

"GOODS" means the goods (including any instalment of the goods or any parts of them) which the Supplier is to supply in accordance with these Conditions.

"SERVICES" means the services to be performed by the Supplier in accordance with these conditions.

"SUPPLIER" means Feedback Instruments Limited of Park Road, Crowborough, East Sussex, TN6 2QR.

"WRITING" includes telex, cable, facsimile transmission, e-mail and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Sale

2.1 The Supplier shall sell and the Customer shall purchase the Goods and/or Services in accordance with any written quotation or tender of the Supplier which is accepted by the Customer or any written order of the Customer which is accepted by the Supplier subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which the Customer's quotation is accepted or purported to be accepted; or the Customer's order is made or purported to be made; or established by any previous dealings between the Supplier and the Customer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customers and the Supplier.

2.3 The Supplier's employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by the Supplier in Writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the Supplier 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 Supplier is followed or acted upon entirely at the Customer's own risk, and accordingly the Supplier shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation,

price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

2.6 On site maintenance services may be provided by the Supplier to the Customer subject to a separate written agreement.

3. Order and Specifications

3.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in Writing by the Supplier's authorised representative.

3.2 The Customer shall be responsible to the Supplier for ensuring the accuracy of the terms of any order (including any application specification) submitted by the Customer, and for giving the Supplier any necessary information relating to the Goods and/or Services within a sufficient time to enable the Supplier to perform the Contract in accordance with its terms.

3.3 The quality and description of and any specification for the Goods and/or Services shall be those set out in the Supplier's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Supplier). The Supplier will subject equipment to inspection and tests prior to despatch to ensure conformity with contract specification. Any additional tests or test evidence required by the Customer shall be paid for by the Customer including the costs of any external inspection authority. Any additional time required to perform these extra tests may be added to the agreed delivery period without penalty to the Supplier. When the Customer requires the equipment to operate with approved peripheral apparatus as part of the inspection or test procedure, the Customer shall supply such apparatus in good time to avoid any delay in the promised despatch. The Supplier accepts no responsibility for such apparatus unless manufactured by the Supplier.

In the event of any delay on the Customer's part in attending such tests after 7 days notice that they can be carried out, the tests will proceed in the Customer's absence and shall be deemed to have been made in the Customer's presence.

3.4 Unless certified, no information, plans, drawings, specification and brochures supplied by the Supplier shall be used or accepted for the purposes of inspection, acceptance or adjudication of a Contract or any Goods and/or Services supplied thereunder. Where appropriate, the Supplier will supply sufficient information to enable the equipment to be fitted into the Customer's installation. The Supplier will also supply free of charge one copy of a user or site manual. Unauthorised reproduction or disclosure of any of the foregoing information to any unauthorised third party is not permitted and will constitute a breach of contract. If separately agreed in Writing by the Supplier, the Supplier shall also supply program software or other software support subject to a separate written agreement as to charges and usage.

3.5 If the Goods are to be manufactured or any manufactured process is to be applied to the Goods by the Supplier in accordance with a specification submitted by the

Customer, the Customer shall indemnify the Supplier against all loss, damages, costs and expenses awarded against or incurred by the Supplier in connection with or paid or agreed to be paid by the Supplier in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Supplier's use of the Customer's specification.

3.6 The Supplier reserves the right to make any changes in the specification of the Goods and/or Services which are required to conform with any applicable safety or other statutory requirements or, where the Goods and/or Services are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.

3.7 Where the Contract provides for the Supplier to install the Goods or supervise the installation, testing and commissioning of the Goods at the Customer's site then the Customer shall provide at its cost suitable access to its site and all necessary facilities and assistance to enable the Supplier to comply with its obligations under the Contract uninterrupted and expeditiously.

3.8 The Supplier will accept no liability for failure to attain any performance figures quoted by it unless it has specifically guaranteed them and they form part of the Contract. If the performance figure obtained on any tests provided for in the Contract are outside the acceptance limits specified therein, the Customer will be entitled to reject the Goods. For the avoidance of doubt any performance figures shall not relate to any Services. Before the Customer becomes entitled to reject the Goods the Supplier is to be given reasonable time and opportunity to rectify their performance. If the Customer becomes entitled to reject the Goods, the Supplier will repay any sum paid by the Customer to the Supplier on account of the contract price thereof. Such payment shall be in full satisfaction of the Supplier's liability under this clause. The Customer assumes responsibility that the Goods stipulated by him are sufficient and suitable for his purpose except in so far as his stipulations are in accordance with the Supplier's advice.

3.9 No order which has been accepted by the Supplier nor any quotation which has been accepted by the Customer may be cancelled by the Customer.

4. Price of Goods

4.1 The price of the Goods and/or Services shall be the Supplier's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Supplier's published price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, the Supplier's published export price list shall apply. All prices quoted are valid for 30 days only or such other period as may be quoted in the Supplier's tender document or official price list after which time they may be altered by the Supplier without giving notice to the Customer.

4.2 The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods and/or Services to reflect any

increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation, currency regulation, alternation of duties, significant increase in the cost of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and/or Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Supplier, and unless otherwise agreed in Writing between the Customer and the Supplier, all prices are given by the Supplier on an ex-works basis, and where the Supplier agrees to deliver the Goods otherwise than at the Supplier's premises, the Customer shall be liable to pay the Supplier's charges for transport and insurance. The Supplier's charges for its own transport within mainland UK or transport charges by reputable carriers in the UK or Europe or for air freighting to other destinations together with the cost of packaging will be charged to the Customer and added to the invoice for the Goods and/or Services.

4.4 The price is exclusive of any applicable Value Added Tax, which the Customer shall be additionally liable to pay to the Supplier.

4.5 For orders delivered within the UK, shipping charges will be quoted on a case by case basis.

5. Terms of Payment

5.1 Subject to any special terms agreed in Writing between the Customer and the Supplier, the Supplier shall be entitled to invoice the Customer for the price of the Goods and/or Services on or at any time after the delivery of the Goods and/or performance of the Services, (or instalments thereof where units of equipment are capable of independent performance), unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods and/or performance of the Services, in which event the Supplier shall be entitled to invoice the Customer for the price at any time after the Supplier has notified the Customer that the Goods are ready for collection or (as the case may be) the Supplier has tendered delivery of the Goods and/or performance of the Services. For large and/or complex orders the Supplier may require progress payment to be made by the Customer.

5.2 The Customer shall pay the price of the Goods and/or Services within '30' days of the date of the Supplier's invoice, or if applicable in accordance with the terms of the letter of credit or agency agreement agreed in Writing by the Supplier as applying to the Contract, notwithstanding that delivery may not have taken place. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 If the Customer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

5.3.1 cancel the Contract or suspend any further deliveries to the Customer;

5.3.2 appropriate any payment made by the Customer to such of the Goods and/or Services (or the Goods and/or Services supplied under any other contract between the Customer and the Supplier) as the

Supplier may think fit (notwithstanding any purported appropriation by the Customer); and

5.3.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of two per cent per month until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.4 The net invoice amount is payable, without any discount. Partial deliveries shall entitle Feedback to invoice the respective partial delivery.

6. Delivery

6.1 Delivery of the Goods and/or performance of Services in the UK shall be made by the Supplier delivering the Goods and/or performance of the Services to and/or at the Customer's designated address at any time after the Supplier has notified the Customer that the Goods are ready for delivery and/or Services are ready to be performed. For overseas destinations, delivery of Goods shall be made by the Supplier in accordance with clause 13 hereinafter contained.

6.2 Any dates quoted for delivery of the Goods and/or performance of Services are approximate only and the Supplier shall not be liable for any delay in delivery of the Goods and/or performance of Services howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Supplier in Writing. The Goods may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Customer.

6.3 Where the Goods and/or Services are to be delivered or performed in instalments, each delivery or performance shall constitute a separate Contract and failure by the Supplier 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.

6.4 If the Supplier fails to deliver the Goods and/or perform the Services for any reason other than any cause beyond the Supplier's reasonable control or the Customer's fault, and the Supplier is accordingly liable to the Customer, the Supplier's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods and/or services to replace those not delivered or performed over the price of the Goods and/or Services.

6.5 If the Customer fails to allow the Supplier to perform the Services or (if some other place for delivery has been agreed by the Supplier) fails to give the Supplier adequate delivery instructions or performance instructions at the time stated for delivery or performance (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Supplier's faults) then, without prejudice to any other right or remedy available to the Supplier, the Supplier may

6.5.1 store the Goods until delivery and charge the customer for the reasonable cost (including insurance) of storage; or

6.5.2 sell the Goods and/or Services at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

6.6 At all destinations the Supplier has no responsibility for off-loading.

6.7 Feedback may exceed delivery periods by up to six weeks. Feedback is only in delay of performance after the six week grace period if a reminder is received from the buyer. If subsequent order changes are agreed then a new delivery date must also be agreed. Otherwise the delivery period shall be deemed extended for a reasonable amount of time.

7. Risk and Property

7.1 Risk of damage to loss of the Goods shall pass to the Customer:

7.1.1 in the case of Goods to be delivered to the Customer's premises, at the time when such delivery is made or tendered; or

7.1.2 in the case of Goods to be delivered otherwise than at the Customer's premises, at the time of delivery or, if the Customer wrongfully fails to arrange acceptance of the Goods, the time when the Supplier has tendered delivery of the goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Supplier for which payment is due then.

7.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Supplier's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Supplier's property. Until that time the Customer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Supplier for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including proceeds, and shall keep all such proceeds separate from any moneys of property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Supplier shall be entitled at any time to require the Customer to deliver up the Goods to the Supplier and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

7.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all moneys owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

8. Quality

8.1 Where the Supplier is not the manufacturer of the Goods, the Supplier will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Supplier. For the avoidance of doubt the Supplier does not give any guarantee or warranty in relation to Goods manufactured by a third party and in the event of any fault arising the Customer shall seek redress from the relevant third party manufacturer.

8.2 The Supplier warrants that (subject to the other provisions of these Conditions) upon delivery the Goods will correspond with their published or agreed specification and

Services will be performed with reasonable skill and care.

8.3 The Supplier warrants that (subject to the other provisions of these Conditions) upon delivery, and for a period of 24 months from the date of delivery, the Goods will:

8.3.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1994; and

8.3.2 be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Supplier in Writing and the Supplier has confirmed in Writing that it is reasonable for the Buyer to rely on the skill and judgement of the Supplier.

8.4 The Supplier shall not be liable for a breach of any of the warranties in conditions 8.2 and 8.3 unless:

8.4.1 the Buyer gives written notice of the defect to the Supplier, and (if the defect is as a result of damage in transit) to the carrier, within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and

8.4.2 the Supplier is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Buyer's cost for the examination to take place there.

8.5 The Supplier shall not be liable for a breach of any of the warranties in conditions 8.2 and 8.3 if:

8.5.1 the defect arises as a result of any drawing, design or specification provided by the Customer;

8.5.2 the Buyer makes any further use of such Goods after giving such notice;

8.5.3 the defect arises because the Buyer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods and/or (if there are none) good trade practice; or

8.5.4 the Buyer alters or repairs such Goods without the written consent of the Supplier.

8.6 Subject to conditions 8.4 and 8.5, if any of the Goods do not conform with any of the warranties in conditions 8.2 and 8.3 the Supplier shall at its option repair or replace such Goods (or the defective part) or perform the Service again provided that, if the Supplier so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to the Supplier.

8.7 If the Supplier complies with condition 8.6 it shall have no further liability for a breach of any of the warranties in conditions 8.2 and 8.3 in respect of such Goods.

8.8 Any Goods replaced will belong to the Supplier and any repaired or replacement Goods will be guaranteed on these terms for the unexpired portion of the 24 month period.

8.9 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.10 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 the statutory rights of the Customer are not affected by these Conditions.

9. Limitation Of Liability

9.1 Subject to condition 8, the following provisions set out the entire financial liability

of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

9.1.1 any breach of these Conditions; and

9.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

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

THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 9.4

9.4 Subject to conditions 9.2 and 9.3 and unless otherwise agreed pursuant to a written agreement between the Supplier and the Customer:

9.4.1 the Supplier'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 the Contract shall be limited to the value of the Goods or £100,000 whichever is the lower; and

9.4.2 the Supplier shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

10. Force Majeure

10.1 In this Agreement, "force majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, war, terrorist act, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, default of suppliers or sub-contractors.

10.2 If either party is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, that party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to force majeure, and shall, subject to service of such notice, and having taken all reasonable steps to avoid such prevention or delay, have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

10.3 If either party is prevented from performance of its obligations for a continuous period in excess of three months, either party may terminate this Agreement forthwith on service of written

notice upon the party so prevented, in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

10.4 The party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of force majeure shall use reasonable endeavours without hereby being obliged to incur any expenditure or cost to bring the force majeure event to a close or to find a solution by which the Agreement may be performed despite the continuance of the force majeure event.

11. Indemnity

11.1 If any claim is made against the Customer that the Goods and/or Services infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then provided that such infringement has not arisen as a result of the Supplier complying with a specification provided by the Customer, the Supplier shall indemnify the Customer against all loss, damages, costs and expenses against or incurred by the Customer in connection with the claim, or paid or agreed to be paid by the Customer in settlement of the claim, provided that:

11.2 the Supplier is given full control of any proceedings or negotiations in connection with the claim;

11.3 the Customer shall give the Supplier all reasonable assistance for the purposes of any such proceedings or negotiations;

11.4 except pursuant to a final award, the Customer shall not pay or accept the claim, or compromise any such proceedings without the consent of the Supplier (which shall not be unreasonably withheld);

11.5 the Customer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Customer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Customer recovers any sums under any such policy or cover (which the Customer shall use its best endeavours to do);

11.6 the Supplier shall be entitled to the benefit of, and the Customer shall accordingly account to the Supplier for, all damages and costs (if any) awarded in favour of the Customer which are payable by or agreed with the consent of the Customer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of the claim; and

11.7 without prejudice to any duty of the Customer at common law, the Supplier shall be entitled to require the Customer to take such steps as the Supplier may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Supplier is liable to indemnify the Customer under this clause.

12 Insolvency of Customer

12.1 This clause applies if:

12.1.1 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

12.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

12.1.3 the Customer ceases, or threatens to cease, to carry on business; or

12.1.4 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

12.2 If this clause applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered or Services have been performed but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. Export Terms

13.1 In these Conditions 'Incoterms' means international rules for the interpretation of trade terms of the International Chamber of commerce as in force at the date when Contract is made (INCOTERMS 2010). Unless the context otherwise requires, any terms or expression which is defined in or given a particular meaning by the Incoterms shall have the same meaning in these Conditions.

13.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this Clause 13 shall (subject to any special terms agreed in writing between the Customer and the Supplier) apply notwithstanding any other provision of these Conditions.

13.3 Unless otherwise agreed in Writing between the Customer and the Supplier, the Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destinations and for the payment of any duties thereon.

13.4 Unless otherwise agreed in Writing between the Customer and the Supplier, the Goods shall be delivered FOB the area or sea or airport of shipment and the Supplier shall be under no obligation to give notice under Section 32(3) of the Sales of Goods Act 1979.

13.5 The Customer shall be responsible for arranging for testing and inspection of the Goods at the Supplier's premises before shipment. The Supplier 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.

13.6 Unless otherwise agreed in Writing by the Supplier payments shall be made by an irrevocable letter of credit opened by the Customer in favour of the Supplier, confirmed by a London bank acceptable to the Supplier and received by the Supplier prior to delivery of the Goods or performance of the Services.

13.7 Any irrevocable letter of credit provided in accordance with 13.6 shall:-

13.7.1 be for a minimum of 6 months from the date of issue;

13.7.2 allow for the method of delivery of Goods, where not at the Supplier's works, to be at the Supplier's discretion;

13.7.3 allow for partial deliveries of Goods or partial performance of Services and for payment of partial deliveries or performance;

13.7.4 allow transshipments;

13.7.5 allow shipment through the Supplier's appointed forwarding agent;

13.7.6 be for 100% of the Contract price with all charges and additional charges payable by the Customer to its account; and

13.7.8 be payable upon presentation of the document.

13.8 Feedback may exceed delivery periods by up to six weeks. Feedback is only in delay of performance after the six week grace period if a reminder is received from the buyer. If subsequent order changes are agreed then a new delivery date must also be agreed. Otherwise the delivery period shall be deemed extended for a reasonable amount of time.

14. General

14.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

14.2 No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

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

14.4 Any dispute arising under or in connection with these Conditions or the sales of the Goods or the performance of the Services shall be referred to arbitration by a single arbitrator by agreement or (in default) nominated on the application of either party by the President for the time being of the Institution of Electrical Engineers, in accordance with the rules of the Institution.

14.5 The Contract shall be governed by the Laws of England and the parties submit to the exclusive jurisdiction of the English Courts.