

**Palletower Racking & Shelving Ltd - TERMS AND CONDITIONS OF SALE**

1.1 In these Conditions (unless the context otherwise requires):  
 "the Buyer" the person with whom the Contract is made by the Company whether directly or indirectly through an agent or factor who is acting for or instructed or whose actions are ratified by this person, firm or company  
 "the Company" Palletower Racking & Shelving Ltd (registered number: 15800199) and also (where the context so permits) its assigns and any sub-contractor for the said company  
 "the Contract" the contract between the Buyer and the Company for the sale and purchase of the Goods formed in accordance with Condition 3 and consisting of the Acknowledgement and this Contract and the Company's quotation for the sale or supply of the Goods and these Conditions and if there shall be any inconsistency between the documents comprising the Contract they shall have precedence in the order herein listed.  
 "Goods" the articles or things or any of them (whether new or used) described in the Contract  
 "the Specification" the technical description (if any) of the Goods contained or referred to in the Contract  
 All headings are for ease of reference only and shall not affect the construction or interpretation of the Contract.  
 1.2 Unless the context otherwise requires:  
 1.2.1 words in the singular shall include the plural and vice versa;  
 1.2.2 references to any gender shall include the others;  
 1.2.3 references to legal persons shall include natural persons and vice versa;  
 1.2.4 references to any statute or statutory provision shall include any subordinate legislation made under it and shall be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time; and any words following the words "include", "include", "include" or any similar words or expressions shall be construed from time to time to include and not limit the meaning of the words preceding them.  
 2. **GENERAL**  
 2.1 These Conditions shall be deemed to be incorporated into the Contract to the exclusion of all other terms and conditions and all previous oral and written representations. In the case of any inconsistency with any order, letter or form of contract sent by the Buyer to the Company or any other communication between the Buyer and the Company over the period of their respective dates the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a person duly authorised on behalf of the Company.  
 2.2 A copy of the Company's Safety Instructions in connection with the use of the Goods will be supplied with the Acknowledgement. The Company strongly recommends that the Buyer reads, and ensures that its appropriate employees have read and understood, those Safety Instructions in full before utilising the Goods. The Company will provide extra copies of the Safety Instructions or assist with telephone enquiries regarding safety, should the Buyer so wish.  
 3. **ORDERS**  
 3.1 Each order or acceptance of a quotation for Goods will be deemed to be an offer by the Buyer to purchase Goods upon these Conditions. The Contract is formed when the order is accepted by the Company, by way of a written acknowledgement of order ("Acknowledgement"). No contract will come into existence until the Acknowledgement is issued by the Company.  
 3.2 Acceptance of delivery of the Goods will be deemed conclusive evidence of the Buyer's acceptance of these Conditions.  
 3.3 All samples, drawings, descriptive matter, the Specification and advertising issued by the Company (or the manufacturer of the Goods) and any descriptions or illustrations contained in the Goods catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods represented by or described in them. They will not form part of the Contract and this is not a sale by sample.  
 3.4 The Company may make any changes to the Specification, design, materials or finishes of the Goods which:  
 3.4.1 are required to conform with any applicable safety or other statutory or regulatory requirements or  
 3.4.2 do not materially affect their quality or performance.  
 4. **PRICES**  
 4.1 PRICES Target not found! PRICES ~ V 1  
 4.1.1 Unless otherwise agreed by the Company in writing:  
 4.1.1.1 the price payable for the Goods shall be the price specified in the Acknowledgement;  
 4.1.1.2 in the case of an order for delivery by instalments the cost payable for each instalment shall be the relevant proportion of the total cost of the Goods; and  
 4.1.2 the Company's prices are subject to variation to take account of:  
 4.1.2.1 variations in wages, materials and other costs since the date of the Acknowledgement;  
 4.1.2.2 any changes in the Specification made both at the request of the Buyer and agreed by the Company; and  
 4.1.2.3 extra expense incurred in conforming with any applicable safety or other statutory or regulatory requirements.  
 The Company accordingly reserves the right to adjust the invoice price by the amount of any increase in costs resulting from all or any of the circumstances set out in Condition 4.1.3 after the date of the Acknowledgement and the invoice so adjusted shall be payable as if it were the original contract price.  
 All prices are exclusive of value added tax and other applicable rates.  
 5. **PALLETS FOR DESPATCH** Target not found! PALLETS FOR DESPATCH ~ V 1  
 5.1 The cost of any pallets and packaging or containers will be paid for by the Buyer (together with VAT) in addition to the price for the Goods when it is due to pay for the Goods.  
 6. **ADDITIONAL COSTS** Target not found! ADDITIONAL COSTS ~ V 1  
 6.1 The Buyer agrees to pay any cost incurred by the Company through the Buyer's instructions or lack of instructions or through failure or delay in taking delivery or through any act or default on the part of the Buyer, its agents or employees.  
 6.2 The Buyer shall indemnify the Company against all costs, claims, losses, expenses and damages incurred by the Company or for which it may be liable due to or arising out of any infringement or alleged infringement of patents, trade marks, copyright, design right or other intellectual property right occasioned by the manufacture or sale of the Goods if made to the specification or special requirements of the Buyer.  
 7. **TERMS OF PAYMENT** Target not found! TERMS OF PAYMENT ~ V 1  
 7.1 Unless otherwise agreed by the Company in writing payment for the Goods shall be made by the Buyer in pounds sterling no later than the tenth day of the month immediately following the date on which the Goods were delivered or deemed to have been delivered in accordance with Condition 8.9 save that payment shall become due in any event immediately upon the Company being entitled to terminate the Contract in accordance with Condition 16.  
 7.2 If the Goods are delivered in instalments the Company shall be entitled to invoice each instalment as and when delivery thereof has been made and payment shall be due in respect of each instalment where delivery has been made in accordance with Condition 7.1 notwithstanding non-delivery of other instalments or other default on the Company's part. For the avoidance of doubt, each instalment will be a separate Contract and no cancellation or termination of any one Contract relating to an instalment will entitle the Buyer to repudiate or cancel any other Contract or instalment.  
 7.3 If the Company has agreed in writing that the price shall be payable by instalments or if the Buyer has agreed to take specified quantities of the Goods at specified times a default by the Buyer in the payment of any due instalment or the failure to give instructions in respect of any quantity of Goods outstanding shall cause the whole of the price to become due and payable immediately.  
 7.4 The price of the Goods shall be in full in the Contract in accordance with the terms of the Contract without any set-off, restriction or condition and without any deduction for or on account of any counterclaim, unless the Buyer is required by law to make any such deduction or withholding.  
 7.5 The time of payment shall be of the essence of the Contract.  
 7.6 Without prejudice to any other right it may have the Company is entitled to charge interest at 8% above the Bank of England base rate on overdue payments of the price of the Goods or the price of any instalments thereof from the due date for payment until the outstanding amount has been received in cleared funds by the Company from the Buyer or its bank as after being judgment.  
 7.7 The Company shall be entitled (at its absolute discretion) to withhold supply or delivery of any or all of the Goods until all payments under any contract between the Company and the Buyer have been delivered by the Company in full and unconditionally.  
 8. **DELIVERY** Target not found! DELIVERY ~ V 1  
 8.1 Unless agreed otherwise and specified in the Acknowledgement, delivery of the Goods will be made ex-works as defined in INCOTERMS 2000.  
 8.2 The Buyer to take delivery of the Goods during either the period stated in the Contract or (if no time is stated) the period otherwise notified by the Company to the Buyer whether orally or in writing.  
 8.3 The Company will use reasonable endeavours to deliver each of the Buyer's orders for the Goods within the time period referred to in Condition 8.2 above and, if no time is agreed, then within a reasonable time, but the time of delivery will not be of the essence. If, despite those endeavours, the Company is unable for any reason to fulfill any delivery during the specified period, the Company will be deemed not to be in breach of this Contract, nor (for the avoidance of doubt) will the Company have any liability in respect of any such failure to deliver. The Company will not be liable for any loss or consequential loss (including a result of negligence) by any delay or failure in delivery. Any delay in delivery will not entitle the Buyer to cancel the order.  
 8.4 Where the Goods are handed to a carrier for carriage to the Buyer or to a United Kingdom port for export any such carrier shall be deemed to be an agent of the Company and not of the Buyer for the purposes of sections 44, 45, and 46 of the Sale of Goods Act 1979.  
 8.5 The Buyer agrees that section 29(3) of the Sale of Goods Act 1979 shall apply to the Goods sent by the Company.  
 8.6 Subject to Condition 8.3, the Company is not liable for non-delivery or loss of or damage to the Goods occurring prior to delivery or for any claim that the Goods are not in accordance with the Contract unless the Buyer notifies its claim in writing to the Company (and in the case of claims for non-delivery, loss or damage where the Goods are not delivered ex works, with a copy to the carrier if the Company's own vehicles have not been used to deliver the Goods):  
 8.6.1 within seven days of the date of actual delivery or collection for loss, damage or non-compliance with the Contract; or  
 8.6.2 within seven days of the expiry of the period specified in Condition 8.2 in respect of non-delivery.  
 8.7 In the event of a valid claim for non-delivery, loss, damage or non-compliance with the Contract the Company undertakes at its option either to reprocess or replace the Goods at its expense but shall not be under any further or other liability to any person in connection with such non-delivery, loss, damage or non-compliance, except as set out in Condition 17.2.  
 8.8 If the Buyer shall fail to give notice in accordance with Condition 8.6 above the Goods shall be deemed to be in all respects in accordance with the Contract and without prejudice to any other provision of these Conditions, the Buyer shall be deemed to accept and pay for the same accordingly.  
 8.9 If the Buyer fails to collect any of the Goods (where the Goods are being delivered ex works) or (where the Goods are not being delivered ex works) to take delivery of any of the Goods or to provide any instructions, documents, licences or authorisations required to enable the Goods to be delivered on time (except solely on account of the Company's default) the Goods will be deemed to have been delivered on the due date, being the last date falling within the time period specified in Condition 8.2, and (without prejudice to its other rights) the Company may:  
 8.9.1 store or arrange for storage of the Goods until such time as they can be sold or re-sold in accordance with Condition 8.9.2 and charge the Buyer for all related costs and expenses (including, without limitation, storage and insurance); and/or  
 8.9.2 following written notice to the Buyer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Buyer for any shortfall below the price under the Contract having taken into account any charges related to the sale.  
 8.10 The Company shall have the right to make delivery by instalments of such quantities and at such intervals as it may decide, and any express provision as to instalments in the Contract shall be in addition to and not in derogation of this right.  
 8.11 Without prejudice to any other provisions of these Conditions the Buyer shall not have the right to reject any items of the Goods if:  
 8.11.1 it asks the Company to repair the same or consents to the Company so doing; or  
 8.11.2 it resells such item; or  
 8.11.3 it accepts any other item of the Goods.  
 9. **RETURNS** Target not found! RETURNS ~ V 1  
 9.1 Goods supplied in accordance with the Contract cannot be returned without the Company's prior written authorisation. Duty authorised returns (accompanied by a comprehensive delivery note which must include the Company's works order number) shall be sent to such address in the United Kingdom as the Company may specify, at the Buyer's expense.  
 10. **CARRIAGE** Target not found! CARRIAGE ~ V 1  
 10.1 Where the Goods are not being delivered ex works then the price of the Goods is exclusive of carriage, packing and insurance to the Buyer's premises and accordingly unless the Buyer requests in writing that it or its carrier be allowed to collect the Goods (in which event the Company shall notify to the Buyer the location from which the Goods can be collected), the Company shall arrange for delivery of the Goods to the Buyer's premises and shall charge the Buyer for delivery in accordance with the Company's usual practice.  
 11. **PASSING OF TITLE AND RISK** Target not found! PASSING OF TITLE AND RISK ~ V 1  
 11.1 From the time of actual collection of the Goods by the Buyer in accordance with Condition 8.2 (where the Goods are being delivered ex works) or (where the Goods are not being delivered ex works) actual delivery, or deemed delivery in accordance with Condition 8.9 the Goods shall be at the Buyer's risk (including, without limitation, for loss or damage caused by the Company's negligence) and the Buyer shall be solely responsible for their satisfactory custody and maintenance but, unless otherwise expressly agreed in writing, ownership of the Goods will not pass to the Buyer until the Company has received in full (cash or cleared funds) and unconditionally all sums due to it under the Contract and any other contract between the Company and the Buyer. Whilst the Company's ownership continues the Buyer shall keep the Goods (at no cost to the Company) separate and identifiable from all other goods in its possession as bailee for the Company.  
 11.2 The Buyer may resell the Goods before ownership has passed to it provided that:  
 11.2.1 any sale will be effected in the ordinary course of the Buyer's business at full market value and the Buyer will deliver all accounts to the Company accordingly; and  
 11.2.2 any such sale will be a sale of the Company's property on the Buyer's own behalf and the Buyer will deal as principal when making such a sale.  
 11.3 In the event of failure to resell the Goods or if the Buyer is unable to resell the Goods, such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise.  
 11.4 Pending payment of the full purchase price of the Goods the Buyer shall at all times keep the Goods in satisfactory condition and comprehensively insured on the Company's behalf against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business carried on by the Buyer in an amount at least equal to their full price. The policy shall bear an endorsement recording the Company's interest, and the Buyer will whenever requested by the Company produce a copy of the policy of insurance.  
 11.5 The Buyer's right to possession of the Goods will terminate immediately if any of the circumstances set out in Condition 16.1 or 16.2 occur in circumstances when ownership of the Goods has not passed to the Buyer.  
 11.6 The Company will be entitled to recover payment for the Goods notwithstanding that title in any of the Goods has not passed from the Company.  
 11.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.  
 11.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer will be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.  
 11.9 On termination of the Contract, however caused, the Company's (but not the Buyer's) rights contained in this Condition 11 will remain in effect.  
 12. **DEFECTIVE GOODS** Target not found! DEFECTIVE GOODS ~ V 1  
 12.1 In substitution for all other warranties or undertakings which the Buyer would or might have had from the Company the Company undertakes that if within 12 months of delivery of any item of the Goods a serious defect in materials or workmanship appears therein the Company will at its option either credit to the Buyer in full the price paid by the Buyer to the Company for such item or repair it or supply a replacement thereof free of charge at the same place of delivery as for the original Goods provided that in any case such Goods have been accepted and paid for. This obligations will not apply where:  
 12.1.1 the Goods have been improperly altered in any way whatsoever, or have been subject to misuse or unauthorised repair;  
 12.1.2 the Goods have been improperly used or installed;  
 12.1.3 any maintenance requirements relating to the Goods have not been complied with;  
 12.1.4 any instructions as to storage of the Goods or safety instructions in respect of use of the Goods have not been complied with in all respects; or  
 12.1.5 the Buyer has failed to notify the Company of any defect or suspected defect within 7 days of the delivery (where the defect should be apparent on reasonable inspection), or within 7 days of the defect coming to the knowledge of the Buyer (where the defect is not one which should be apparent on reasonable inspection).  
 12.2 In order to exercise its right under this Condition 12 the Buyer shall at the Company's written request return the defective Goods carriage paid to the Dane Road Premises (as defined in Condition 19.2.1 below) or such other address as may be advised by the Company.  
 12.3 Any Goods which have been replaced will belong to the Company. Any repaired or replacement Goods will be liable to repair or replacement under the terms specified in Condition 12.1 from the original date of delivery of the replaced Goods for the unexpired portion of the 12 month period.  
 12.4 Subject to Condition 17.1 nothing herein shall impose any liability upon the Company in respect of any defect in the Goods arising out of the acts, omissions, negligence or default of the Buyer, its employees or agents including any failure by the Buyer to comply with any recommendations of the Company as to storage and handling of the Goods.  
 12.5 For the avoidance of doubt, where the Goods are for despatch by instalments any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept delivery thereof.  
 12.6 It is the responsibility of the Buyer to:  
 12.6.1 satisfy itself that the Goods are fit for the purpose for which they are intended; and  
 12.6.2 inspect the Goods as soon as reasonably practical following delivery.  
 12.7 Except as set out in Conditions 12.1 to 12.3, the Company hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise, which, but for such exclusion, would or might subsist in favour of the Buyer.  
 13. **INDEMNITY** Target not found! INDEMNITY ~ V 1  
 13.1 The Buyer agrees to indemnify the Company and to keep the Company fully and effectually indemnified from and against all liabilities, losses, costs (on a full indemnity basis), damages, claims, demands, proceedings and expenses which the Company incurs or suffers in connection with or arising out of the use of the Goods after delivery except to the extent that the Company is liable to the Buyer in accordance with these Conditions.  
 14. **BUYER'S DRAWINGS** Target not found! BUYER'S DRAWINGS ~ V 1  
 14.1 The Company shall not be liable for imperfect work caused by any inaccuracies in any drawing, bills or quantities or specifications supplied by the Buyer.  
**INTELLECTUAL PROPERTY RIGHTS** Target not found! INTELLECTUAL PROPERTY RIGHTS ~ V 1  
 14.2 All intellectual property rights in Goods and drawings relating thereto are owned by or licensed to the Company and no right or licence is granted to the Buyer in respect of the intellectual property rights of the Company. The Buyer shall not without consent in writing of a Director of the Company make copies of any drawing supplied by the Company nor otherwise utilise any of the Company's intellectual property rights.  
**TERMINATION** Target not found! TERMINATION ~ V 1  
 16.1 If the Buyer:  
 16.1.1 commits a material breach of the Contract which is not capable of being remedied; or  
 16.1.2 commits a material breach of the Contract which is capable of being remedied but which the Buyer fails to remedy within 30 days of a written notice setting out the breach and requiring it to be remedied being given by the Company,  
 the Company may terminate the Contract immediately by giving written notice to the Buyer.  
 16.2 The termination of the Contract by the Company shall be without prejudice to the rights, duties and liabilities of either the Buyer or the Company accrued prior to termination and the Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.  
 16.3 The Company will be entitled to suspend any deliveries otherwise due after following service of a notice specifying a breach under Condition 16.1.2, until either the breach is remedied or the Contract terminates, whichever occurs first.  
 16.4 The Company's insolvency or the Buyer's insolvency shall have the following meaning:  
 16.5.1 in the case of the Buyer being a company or limited liability partnership where:  
 16.5.1.1 it has a receiver, administrator or provisional liquidator appointed or passes a resolution for its winding-up or it courts makes a winding up order in respect of it or it enters into any composition or arrangement with creditors or it ceases to carry on business or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;  
 16.5.1.2 it has any debt or execution or other process levied or enforced on any of its property;  
 16.5.1.3 it ceases to trade or appears in the reasonable opinion of the Company likely or is threatening to cease to trade;  
 16.5.1.4 it has a change in its management and/or control as defined by section 416 Income and Corporation Taxes Act 1988; or  
 16.5.1.5 the equivalent of any of the above occurs in respect of the Buyer in another jurisdiction to which the Buyer is subject;  
 16.5.2 in the case of the Buyer being a partnership where:  
 16.5.2.1 it proposes to liquidate, or to make any other voluntary arrangement or composition with its creditors generally, or makes an application to a court of competent jurisdiction for protection from its creditors generally;  
 16.5.2.2 it has partners all of whom jointly present bankruptcy petitions as contemplated by Article 11 Insolvency Partnerships Order 1994;  
 16.5.2.3 it is subject to an order by a court of competent jurisdiction for its winding up;  
 16.5.2.4 it enters administration or is the subject of an application for administration filed at any court or a notice of intention to appoint an administrator given by any person in relation to the Buyer or any of its assets or income;  
 16.5.2.5 it is unable to pay its debts within the meaning of sections 207 and 268 Insolvency Act 1986; or  
 16.5.2.7 it is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction.  
 16.5.3 In the case of the Buyer being an individual where he has a receiver appointed or a court makes a bankruptcy order in respect of him or he enters into any composition or arrangement with creditors or ceases to carry on business or is unable to pay its debts within the meaning of any of these procedures.  
**LIMITATION OF LIABILITY** Target not found! LIMITATION OF LIABILITY ~ V 1  
 17.1 The Company does not exclude or limit its liability (if any) to the Buyer for:  
 17.1.1 breach of the Company's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;  
 17.1.2 personal injury or death resulting from the Company's negligence;  
 17.1.3 fraud or fraudulent misrepresentation; or  
 17.1.4 any other matter for which it would be illegal for the Company to exclude or limit or attempt to exclude or limit its liability.  
 17.2 Subject to Conditions 17.1 and 17.3 the Company's total aggregate 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 or any failure to perform or delay in performing the Contract shall be limited to and in no circumstances shall exceed the price of the Goods the subject of the Contract.  
 17.3 Subject to Condition 17.1 the Company shall not be liable to the Buyer in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any loss of profit, business, loss of revenue, loss of goodwill, loss of contract or loss of anticipated savings, or for any indirect or consequential loss, whatsoever and howsoever caused.  
**FORCE MAJEURE** Target not found! FORCE MAJEURE ~ V 1  
 18.1 The Contract will be deemed not to be in breach of the Contract or otherwise liable to the Buyer for any failure or delay in performing its obligations under the Contract, if such failure or delay is due to acts of God, war, strikes or industrial disputes (whether of the Company's workforce or of any third party), protests, or any other cause beyond the control of the Company, national emergencies, a reduction in or unavailability of power at the manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal sources of supply or any event beyond the reasonable control of the Company ("Force Majeure") and the Company will be entitled to delay or cancel delivery of the Goods to the Buyer or to reduce the amount of Goods delivered. If the Force Majeure continues for more than three months, either party may give written notice to the other to terminate the Contract. The notice to terminate must specify the termination date, which must not be less than 15 days after the date on which the notice is given, and once such notice has been validly given, the Contract will terminate on that termination date.  
**SALE OR RETURN** Target not found! SALE OR RETURN ~ V 1  
 19.1 The provisions of this Condition 19 shall apply whenever the Company states in the Acknowledgement that Goods are supplied on sale or return terms and shall apply in addition to the other provisions set out in these Conditions which save as varied by this Condition 19 shall apply to Contracts for the supply of Goods on sale or return terms.  
 19.2 The Goods stated in the Acknowledgement as being supplied on sale or return terms are supplied on the basis that no charge will be made by the Company in respect of Goods returned to the Company within 30 days of delivery to the Buyer provided that:  
 19.2.1 such Goods are returned in good undamaged and saleable condition carriage paid to the Company at the premises of the Company in Dane Road, Sale, Cheshire ("the Dane Road Premises") or such other address as may be advised by the Company;  
 19.2.2 (if the Buyer requests that the Company arrange carriage) are supplied in good undamaged and saleable condition to the Company's carrier in which event the cost of such carriage shall be payable by the Buyer; and  
 19.2.3 such Goods are in any event accompanied by a comprehensive delivery note which must include the Company's works order number.  
 19.3 In the event that the Goods are not returned within the period set out in Condition 19.2 above or are returned in a damaged or unsaleable condition, or are not accompanied by the appropriate delivery note, then the Company shall invoice the Buyer the full price of the Goods concerned as shown in the Acknowledgement and in addition the Company may invoice the Buyer in respect of the full amount of any carriage charges applicable.  
 19.4 The Dane Road Premises are open for the return of Goods only between the hours of 8.30 am to 4.30 pm Monday to Thursday and 8.30 am to 4.00 pm on Friday (in each case excluding bank and public holidays). In no event shall Goods be accepted for return outside these times.  
 19.5 Risk in Goods returned to the Company pursuant to these Conditions shall remain with the Buyer unless and until such Goods are returned to the Company in the manner set out in these Conditions.  
 19.6 Time is of the essence in respect of all time periods stated in this Condition 19.  
 19.7 Notwithstanding any other provision of these Conditions, the Buyer shall in any event be responsible for the outward cost of the carriage of Goods supplied on sale or return save where the Buyer has collected the Goods.  
**GOODS ON RENTAL** Target not found! GOODS ON RENTAL ~ V 1  
 20.1 Where Goods are supplied on rental, the Company's terms and conditions relating to rental shall apply. Such Conditions incorporate certain of the provisions set out herein.  
**CANCELLATION** Target not found! CANCELLATION ~ V 1  
 21.1 Save where expressly stated to the contrary in these Conditions, the Contract may not be cancelled except by agreement in writing and signed by a Director or duly authorised officer of each of the parties and upon the payment to the Company of such amount as may be necessary to indemnify the Company against all loss resulting from the said cancellation.  
 22. **SUBCONTRACTING AND ASSIGNMENT** Target not found! SUBCONTRACTING AND ASSIGNMENT ~ V 1  
 22.1 The Company may assign, delegate, license, hold on trust or sub-contract, grant security over or assign by way of security all or any part of its rights or obligations under the Contract.  
 23. **MISCELLANEOUS** Target not found! MISCELLANEOUS ~ V 1  
 23.1 Each right or remedy of the Company under any Contract is without prejudice to any other right or remedy of the Company under this or any other Contract.  
 23.2 If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract but this shall not affect any other provisions of the Contract which will remain in full force and effect.  
 23.3 No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.  
 23.4 The Contract (including the Specification, if any) contains all the terms which the Company and the Buyer have agreed in relation to the Goods and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Goods. The Buyer acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of the Company which is not set out in the Contract or Specification. Nothing in this Condition 23.4 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.  
 24. **NOTICES** Target not found! NOTICES ~ V 1  
 24.1 Unless stated otherwise in these Conditions, any notice given in connection with the Contract must be in writing and may be delivered by hand or sent by pre-paid first class or special delivery post or sent by facsimile transmission or e-mail to the Company or the Buyer, as the case may be, at its address, e-mail address or facsimile number stated in the Acknowledgement or to either party's registered office.  
 24.2 Notices shall be deemed to have been received:  
 24.2.1 if sent by pre-paid first class or special delivery post 48 hours (excluding Saturdays, Sundays, bank and public holidays) after posting (exclusive of the day of posting);  
 24.2.2 if delivered by hand, on the day of delivery;  
 24.2.3 if sent by facsimile transmission, at the time of confirmation of completion of transmission by way of a transmission report; and  
 24.2.4 if sent by e-mail, at the time of sending provided that no automatic electronic notification informing the sender that the e-mail has not been delivered to the recipient or the recipient is out of office is received by the sender within 24 hours after sending the e-mail, provided that, where in the case of delivery by hand or transmission by facsimile or e-mail such delivery or transmission occurs after 4.00 pm on any day other than a Saturday or Sunday or a public or bank holiday (including a "Business Day"), service will be deemed to occur at 9.00 am on the next following Business Day.  
 24.3 Notices addressed to the Company shall be marked for the attention of the Managing Director.  
 24.4 Service by facsimile and e-mail is a valid means of service only where service of the original notice, demand or communication is not required.  
 24.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.  
 25. **PROPER LAW** Target not found! PROPER LAW ~ V 1  
 25.1 The Contract shall in all respects be governed by English Law and shall be deemed to have been made in England and the Buyer and the Company agree to submit to the exclusive jurisdiction of the English Courts.