



6. Limitation of Liability

6.1 Save in respect of personal injury or death due to any negligence, the Company shall not be liable to the Buyer in respect of any loss suffered by the Buyer due to any defect in the goods.

6.2 Without prejudice to Condition 6.1 the Company shall not be liable to the buyer or any third party for any loss of profit, consequential or other economic loss suffered by the Buyer arising in any way from the agreement.

7. Set off and counterclaim.

The buyer may not withhold payment of any invoice or other amount due to the Company by reason of any right to set-off or counter claim which the Buyer may have or allege to have or for any other reason.

8. Force majeure

The Company shall be liable to any default due to any circumstance beyond the reasonable control of the Company including, but not limited to, Acts of God, war, civil unrest, riot, strike, and lock-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply.

9. General

9.1 If any term or provision of the terms is held invalid, illegal or unenforceable by any reason by any Court or competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

9.2 The Company may without the consent of the Buyer sub-licence its rights or obligations or any part of these conditions.

9.3 The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the conditions

10. Contract

Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any their party for the purpose of the contract (Rights of Third Parties) Act 1999 or for any other purpose.

11. Entire Agreement

Each of the Parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering the Agreement and that its only remedies shall be for breach of contract

12. Governing Law and Jurisdiction

The laws of England and Wales shall govern the Agreement and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.