



## TİLSATEC CONDITIONS OF SALE

### INTERPRETATION

1.1 In these conditions of sale the following words will (unless the context otherwise requires) have the following meanings:

"Acknowledgement of Order" means a written confirmation of order detailing the Goods and the Specification issued by Tilsatec.

"Agent" means any person, firm or company who has continuing authority to negotiate the sale of the Goods on behalf of Tilsatec.

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday in England.

"Buyer" means the purchaser of the Goods.

"Conditions" means these conditions of sale.

"Contract" means a legally binding contract between Tilsatec and the Buyer for the sale of the Goods made pursuant to clause 3.

"Goods" means the Goods detailed in the Acknowledgement of Order.

"Intellectual Property" means any and all patents, trademarks, registered designs, applications for any of the foregoing, copyright, unregistered design rights and any other similar protected rights in any other country in relation to the Goods owned or capable of being owned by Tilsatec.

"Order" means a purchase order issued by the Buyer detailing the Goods it wishes to purchase.

"Party" means a party to the Contract.

"Premises" means the premises where the Buyer requires the Goods to be delivered as specified in the Order.

"Price" means the price of the Goods as detailed in the Acknowledgement of Order.

"Quotation" means a quotation issued by Tilsatec to the Buyer quoting the Price.

"Tilsatec" means Tilsatec Limited (registered under company number 03975238).

"Specification" means any specification, description, dimension or other data relating to the Goods and detailed in the Acknowledgement of Order.

"Standard" means any standard, including but not limited to ISO standards, detailed in the Specification to which the Goods shall comply.

1.2 The clause headings are inserted for convenience only and shall not affect the construction or interpretation of these Conditions.

1.3 References to clauses are to clauses in these Conditions.

1.4 Where the context dictates, the singular shall include the plural and vice versa and any gender includes the other gender.

1.5 Any reference to any statute or statutory provision will (unless the context otherwise requires) be construed as a reference to that statutory provision as may be amended, consolidated, modified, extended, re-enacted or replaced from time to time.

### 2 QUOTATIONS

2.1 Any Quotation (whether written or oral) is given on the basis that it is an invitation to treat only and, subject to the provisions of clause 4, no Contract will come into existence until Tilsatec issues an Acknowledgement of Order.

2.2 Unless otherwise agreed in writing any Quotation shall be correct only on the date of the Quotation.

### 3 APPLICATION OF TERMS

3.1 Subject to the provisions of clause 3.3, these Conditions are the only conditions on which Tilsatec is prepared to deal with the Buyer and they will apply to and govern the Contract and all of Tilsatec's future supplies of the Goods.

3.2 No terms or conditions stipulated orally or contained in any Order or other similar document issued by the Buyer to Tilsatec will form part of the Contract.


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10386

3.3 Any variation of or addition to these Conditions will only have effect if it is in writing, contains a specific reference to these Conditions and is signed by a duly authorised representative of Tilsatec.

3.4 On receipt of a Quotation from Tilsatec, the Buyer may issue an Order for the Goods.

3.5 Each Order for Goods issued by the Buyer will be deemed to be an offer by the Buyer to purchase the Goods subject to these Conditions.

3.6 No Order placed by the Buyer will be deemed to be accepted by Tilsatec until an Acknowledgement of Order is issued by Tilsatec.

3.7 The issue of an Acknowledgement of Order by Tilsatec shall constitute acceptance of the Order and shall create a Contract subject to these Conditions.

3.8 The Buyer must ensure that the content of each Order is complete and accurate and contains any required Specifications and/or Standards to which the Goods should comply and Tilsatec will not be liable for any inaccuracies or omissions relating to the content of any Order.

3.9 Unless otherwise agreed in writing all drawings, illustrations, descriptions, technical data, advertising and other similar information issued by Tilsatec or contained in Tilsatec's catalogues, brochures, trade literature, price lists or other similar published materials are issued or published only for the purpose of giving an approximate idea of the Goods described in them and will not form part of the Contract.

3.10 Any Order which has been accepted by Tilsatec pursuant to this clause 3 may only be cancelled, postponed or varied by the Buyer with the prior written consent of Tilsatec and on the understanding that the Buyer will indemnify Tilsatec in full against all costs and expenses incurred (directly or indirectly) by Tilsatec as a result of such cancellation, postponement or variation.

3.11 Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, Acknowledgement of Order, invoice or other document or information issued by Tilsatec shall be subject to correction without any liability on the part of Tilsatec.

3.12 No Agent shall be authorised to incur any liability, give any guarantee or warranty, make any representations or conduct any business on behalf of Tilsatec other than offering the Goods for sale strictly in accordance with these Conditions.

3.13 The Buyer hereby acknowledges to Tilsatec that as it is given the opportunity to carry out the following tests that it is solely responsible for:

(a) requesting and checking all pre-production, test or other samples of Goods to ensure that they comply with the Buyer's requirements;

(b) checking all Goods supplied by Tilsatec prior to processing the Goods to ensure that they comply with the Buyer's requirements; and

(c) checking all samples and specifications submitted by it to Tilsatec or by Tilsatec to it to ensure that any such samples and specifications, including but not limited to the Specification, are suitable for the Buyer's requirements.

#### 4 BLANKET ORDERS

4.1 The following provisions shall apply where Tilsatec supplies the Goods under a blanket order received from the Buyer:

(a) if the blanket order is a scheduled Order where the maximum quantity of Goods required to be performed and the approximate dates (including the terminal date) on which the requirements will be called off are specified, the whole Order will be treated as a single Contract;

(b) if the blanket order is a non-scheduled Order where:


 Certificate Number: 14024  
 ISO 9001

10386

- (i) the maximum quantity of Goods required is not specified; or
- (ii) the maximum quantity of Goods specified is, in the opinion of Tilsatec, an unrealistic estimate of the Goods which are likely to be required by the Buyer; or
- (iii) where the appropriate call off dates are not specified;

then each call off will be deemed to conclude a separate Contract;

(c) if the blanket order is a non-scheduled Order where the maximum quantity of Goods is specified but the appropriate call off dates are not specified, Tilsatec will require the Buyer to accept delivery of the maximum quantity of Goods required within twelve (12) months from the date of the blanket order.

4.2 Without prejudice to the generality of any of the terms of these Conditions, Tilsatec shall not be liable to the Buyer if at the time of any call off by the Buyer Tilsatec is unable for whatever reason to supply the Goods in accordance with the requirements of the Buyer.

## 5 DELIVERY

5.1 Delivery of the Goods shall be deemed to be made on the earliest occurrence of either;

- (a) collection of the Goods by the Buyer from Tilsatec; or
- (b) delivery of the Goods by Tilsatec to the Buyer at the Premises, or such other premises as Tilsatec may agree to in writing; or
- (c) delivery of the Goods by Tilsatec to a third-party carrier for delivery to the Buyer.

5.2 Any dates quoted for delivery of the Goods are approximate only and Tilsatec shall not be liable for any delay in delivery of the Goods however caused. Time for delivery of the Goods shall not be of the essence in the Contract unless previously agreed by an authorised representative of Tilsatec in writing.

5.3 Tilsatec reserves the right to substitute any Goods, or any component of the Goods, necessary for the performance of the Contract with any other goods, components or elements, provided such substitution is of the same quality and standard and provided such substitution does not materially affect the performance of the Contract.

5.4 Tilsatec reserves the right to amend and modify the Goods to improve performance and quality and Tilsatec shall notify the Buyer of any amendment or modification which may materially affect the Contract.

5.5 If the Buyer alters any requirements of the Goods, including but without limitation any change to the Specification, size, quality and/or quantity of any Order, the Buyer accepts that Tilsatec may not be able to supply the Goods to meet any original date given to the Buyer and Tilsatec shall not be liable for any delay caused by such alteration.

5.6 Tilsatec reserves the right to deliver the Goods and invoice the same in instalments and in such event each instalment shall be treated as a separate Contract. Delivery of further instalments of the Goods may be withheld until the Goods comprised in earlier instalments have been paid for in full.

5.7 If the Buyer refuses or fails to take delivery of any of the Goods (otherwise than by reason of any event of force majeure referred to in clause 15 or by reason of Tilsatec's fault) then, without prejudice to any other right or remedy available to Tilsatec, Tilsatec will be entitled to:

- (a) store the Goods until actual delivery, and charge the Buyer for the costs of storage and any related insurance and transport; and/or
- (b) sell the Goods at the best prices obtainable in all the circumstances, after deducting all reasonable storage, insurance, transport and selling expenses and invoice the Buyer for any sum outstanding which is less than the Price and the Buyer shall pay such sum immediately.

5.8 The Buyer shall provide to Tilsatec all details necessary to effect delivery of the Goods and prepare the area of delivery of the Goods with free access to such place and with free access to any services or facilities which may be required to deliver the Goods. Where such access has not been provided Tilsatec shall be entitled to charge for any costs it incurs in relation to the same.


 Certificate Number: 14024  
 ISO 9001

10386

5.9 The Buyer shall be solely responsible for the proper unloading of the Goods. If, to assist the Buyer remove the Goods from the point of delivery, Tilsatec or any sub-contractor does any loading or unloading of the Goods free of charge, no liability whatsoever shall be incurred by Tilsatec or the sub-contractor and the Buyer shall indemnify Tilsatec in respect of any loss or damage arising from such unloading.

## 6 RISK AND PROPERTY

6.1 Risk of damage to or loss of the Goods shall pass to the Buyer.

(a) in the case of Goods to be collected from the premises of Tilsatec, at the time when Tilsatec notifies the Buyer that the Goods are available for collection; or

(b) in the case of Goods to be delivered to the Premises by Tilsatec, when the Goods are delivered to the Premises; or

(c) in the case of Goods to be delivered by a third party carrier, at the time of Tilsatec handing the Goods to such third party.

6.2 Where the Goods are sold F.O.B. (as defined in Incoterms 2010) all risks of loss or damage in transit shall pass to the Buyer when the Goods are placed on board ship, and Tilsatec shall be under no obligation to give to the Buyer notice specified in Section 32(3) of Sale of Goods Act 1979.

6.3 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 Buyer until Tilsatec has received in cash or cleared funds payment in full of the Price.

6.4 Until ownership of the Goods has passed to the Buyer pursuant to clause 6.3, the Buyer will:

(a) hold the Goods on a fiduciary basis as bailee of Tilsatec;

(b) keep the Goods free from any charge, lien or other encumbrance;

(c) store the Goods (at no cost to Tilsatec) separately from all other materials of the Buyer or any third party in such a way that they remain readily identifiable as the property of Tilsatec;

(d) not destroy, deface or obscure any identifying mark on the Goods or their packaging;

(e) maintain the Goods in a satisfactory condition;

(f) insure the Goods for the Price in full on behalf of Tilsatec against all usual risks and on request by Tilsatec the Buyer shall produce evidence of such policy of insurance to Tilsatec; and

(g) hold all proceeds of the insurance policy referred to in clause 6.4(f) if any claim is made on the policy on trust for Tilsatec and not mix it with any other money or pay the proceeds into any overdrawn bank account.

6.5 The Buyer may offer for sale and sell the Goods, provided it does so only at the best obtainable price in the ordinary course of business as principal and not as the agent of Tilsatec. Tilsatec shall, by reason of the relationship of bailment between the Buyer (as bailee) and of Tilsatec (as bailor) be and remain legally and beneficially entitled to the proceeds of sale and the Buyer shall pay such proceeds of sale into a separate account or, otherwise, shall ensure that all of the proceeds of the sale are kept by or on behalf of the Buyer in a separate and identifiable form and not paid into an overdrawn bank account. Upon receipt of the proceeds of sale, the Buyer shall discharge its debt to Tilsatec and shall not use or deal with the proceeds of sale in any way whatsoever until such debt has been discharged.

6.6 Until ownership in the Goods has passed pursuant to clause 6.3, Tilsatec may recover the Goods at any time, and the Buyer grants to Tilsatec, its agents, employees and sub-contractors an irrecoverable licence at any time to enter any premises where the Goods are or may be stored.

6.7 The Buyer's right to possession of the Goods shall cease if the Buyer enters into any compromise or arrangement with its creditors, or if an order is made when effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company, or if a petition is presented to a court, or


 Certificate Number: 14024  
 ISO 9001

10386

if a receiver, manager, administrative receiver or administrator is appointed in respect of the whole or any part of the Buyer's undertaking or assets. In such circumstances, Tilsatec may upon notice enter into the Premises or any other premises where the Goods are stored and repossess the Goods.

6.8 If the Goods are mixed with any other goods which are the property of the Buyer or are processed with or incorporated into goods which are the property of the Buyer, the product of the same shall become the sole and exclusive property of Tilsatec. If the Goods are mixed with any goods or property of another person or are processed with or are incorporated into any other goods which are the property of another person, the products of the same shall become owned in common with such third party.

## 7 PRICE AND PAYMENT

7.1 Unless otherwise agreed in writing by an authorised representative of Tilsatec the Price shall be in pounds sterling and shall be exclusive of value added tax.

7.2 The Buyer shall pay the Price by the date specified in the Acknowledgement of Order, or if no date is stipulated in the Acknowledgement of Order, by the twentieth (20th) day of the month following the month of issue of an invoice for the Price. Tilsatec may, at its sole discretion, alter the period of time for payment of the Goods by giving notice in writing to the Buyer.

7.3 Tilsatec may invoice the Buyer for the Price at any time after delivery of the Goods pursuant to clause 5.1. If delivery is postponed at the request, or by the default, of the Buyer then Tilsatec may submit its invoice at any time after the Goods were ready for delivery in the ordinary course of the Contract, but for the request or default on the part of the Buyer.

7.4 No payment will be deemed to have been received until Tilsatec has received the Price in full in cleared funds.

7.5 Time for payment will be of the essence under the Contract and the Buyer will indemnify Tilsatec against all expenses and legal costs incurred by Tilsatec in recovering overdue amounts.

7.6 Notwithstanding any other provision of these Conditions, all sums outstanding under the Contract will become due immediately on termination of the Contract.

7.7 The Buyer will make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

7.8 If the Buyer fails to pay Tilsatec any sum due pursuant to the Contract the Buyer will be liable to pay interest to Tilsatec on such sum from the due date for payment at an annual rate of two percent (2%) above the base lending rate of Natwest Bank PLC from time to time accruing on a daily basis until payment is made in full (whether before or after any judgment).

7.9 Without prejudice to clause 7.8, if the Buyer fails, or Tilsatec reasonably believes that the Buyer will fail, to pay the Price when due, Tilsatec may demand payment of all sums due, treat the Contract as repudiated by the Buyer and suspend all future performance of the Contract until all overdue sums have been paid.

7.10 Tilsatec shall be entitled to set off and retain any and all sums due to the Buyer against any contingent or actual liabilities of the Buyer to Tilsatec.

7.11 Tilsatec reserves the right to increase the Price if any extra cost is incurred by Tilsatec after quoting the Price as a result of the inaccuracy or incompleteness of any instructions issued by the Buyer, or as a result of any failure to supply any information, drawings or specifications which are required to enable Tilsatec to proceed with the Contract.

## 8 THE BUYER'S OBLIGATION ON DELIVERY

8.1 Following delivery of the Goods pursuant to clause 5.1, the Buyer shall examine the Goods and notify Tilsatec in writing within fourteen (14) days of any error in quantity, weight or description and any damage or defect revealed by such examination.



8.2 Failure to make any notification in accordance with clause 8.1 above shall constitute a waiver by the Buyer of all claims based relating to facts which such examination should have revealed.

## 9 WARRANTIES

9.1 Tilsatec warrants that the Goods will conform to the Specification and comply with the Standard but expressly excludes any warranty relating to the Goods conforming to any specifications, or complying with any other industry standards, not detailed in the Specification.

9.2 Subject to the provisions of clause 9.4 and 9.5, all warranties, conditions and other terms implied by statute or common law (except for the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Sale of Goods and Services Act 1982) in relation to the Goods are, to the fullest extent permitted by law, excluded from the Contract.

9.3 It is the Buyer's responsibility to satisfy itself that the Goods are suitable for the purpose for which the Buyer intends to use them. Recommendations relating to the use of the Goods made by Tilsatec, in writing or otherwise, are given in good faith but no warranty is given as to the suitability of the Goods for any particular purpose.

9.4 Without prejudice to the provisions of clauses 9.1, 9.2 or 9.3, and subject to the provisions of clauses 10.4 and 23.2 and any express term contained in the Quotation or Acknowledgement of Order excluding or varying this clause 9.4, the remedy available to the Buyer in respect of any defect in the Goods arising out of design or manufactured default shall be the repair or replacement, at the sole discretion of Tilsatec, of such Goods, or parts of the Goods, which are notified to Tilsatec pursuant to clause 8.

9.5 The obligation to repair or replace such Goods, or parts of the Goods, detailed in clause 9.4 will not apply and, subject to the provisions of clauses 10.4 and 23.2, Tilsatec will not be liable for any defective Goods if:

- (a) the full Price of the Goods has not been paid by the due date;
- (b) the defect arises as a result of the negligence of the Buyer or its employees or subcontractors;
- (c) the defect arises because the Buyer has failed to follow any instructions issued by Tilsatec (whether all or in writing) as to the storage processing or use of the Goods;
- (d) the Buyer fails to notify Tilsatec in writing of the defect and despatch it to Tilsatec within fourteen (14) days of discovery of the defect;
- (e) the defect in the Goods arises as a result of fair wear and tear, accident, misuse, wilful damage, or abnormal working conditions;
- (f) the defect arises as a result of any defective materials used in conjunction with the Goods which are not manufactured by Tilsatec;

9.6 If the Goods are not manufactured by Tilsatec, Tilsatec shall pass on the benefit of any warranty or guarantee given to Tilsatec to the extent that is permitted so to do but the liability of Tilsatec for such defective Goods or components of Goods shall not exceed the amount that Tilsatec may recover against the manufacturer in relation to such defective Goods or components of the Goods.

## 10 LIMITATION OF LIABILITY

10.1 The following provisions set out the entire liability of Tilsatec (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Buyer in respect of any breach of the Contract, any representation, statement or tortious act or omission, including but without limitation, negligence arising under or in connection with the Contract.

10.2 Subject to clauses 10.3, 10.4 and 23.2, Tilsatec's total liability under the Contract shall be limited to the Price.

10.3 Subject to clauses 10.4 and 23.2, Tilsatec will not be liable to the Buyer in contract, tort or otherwise for any economic loss of any kind (including but without limitation of loss of use, loss of profit, loss of anticipated profit, loss of business, overhead recovery, machining costs, revenue, or anticipated savings), any damage to the Buyer's



reputation or goodwill, any product recall or business interruption costs or any other special, indirect or consequential loss or damage (even if Tilsatec has been advised of such loss or damage) arising out of or in connection with the Contract.

10.4 Nothing in the Contract or these Conditions shall exclude or limit the liability of Tilsatec for any death or any personal injury caused by Tilsatec's negligence.

10.5 In the event of the Buyer undertaking any processing or further processing of the Goods after any fault or error in the state of the Goods is discovered or would have been discovered on reasonable examination of the Goods, without notification of the error to Tilsatec, Tilsatec's liability shall be limited to the damages that would have been payable had the fault or error been notified before such processing or further processing.

10.6 The provisions of this clause 10 shall survive the termination or expiry (for whatever reason) of the Contract.

## 11 INDEMNITY

11.1 Without prejudice to any rights implied by statute or common law, or under any provision of these Conditions, the Buyer shall indemnify Tilsatec and keep Tilsatec indemnified from and against any and all losses, liabilities, costs, claims, demands, expenses and fees (including legal and other professional fees), actions, proceedings and damages suffered or incurred by Tilsatec arising out of or in connection with any act or omissions of the Buyer, its employees, agents or sub-contractors.

## 12 INTELLECTUAL PROPERTY

12.1 The ownership of and sole rights to obtain the ownership of all Intellectual Property shall at all times be vested in Tilsatec.

12.2 The Buyer shall not use Tilsatec's name, logo or any other identification marks for the purpose of advertising or publicity without Tilsatec's prior written consent.

## 13 BUYER'S DEFAULT

13.1 Without prejudice to any of its other rights or remedies, Tilsatec shall have the right to terminate the Contract immediately at any time by giving notice in writing to the Buyer if:

- (a) the Buyer commits a material breach of any of its obligations under the Contract which is not capable of remedy; or
- (b) the Buyer has committed a material breach of any of its obligations under the Contract which is capable of remedy but which has not been remedied within a period of thirty (30) days following receipt of written notice to do so; or
- (c) the Buyer enters into any compromise or arrangement with its creditors, or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver, manager, administrative receiver or administrator is appointed in respect of the whole or any part of the Buyer's undertaking or assets; or
- (d) the Buyer ceases or threatens to cease to carry on its business.

13.2 Without prejudice to any of its other rights or remedies, Tilsatec shall have the right to terminate this Contract without any liability to the Buyer if, in the reasonable opinion of Tilsatec after an inspection into the Buyer's financial or trade status or in light of any report considered by Tilsatec, Tilsatec at its absolute sole discretion deems that the Buyer may not be able to pay the Price.

## 14 LIEN

14.1 Tilsatec will have in respect of unpaid sums due to it from the Buyer a general lien on all of the property of the Buyer which is in its possession (if any).



## 15 FORCE MAJEURE

15.1 Tilsatec shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract or to these Conditions if the delay or failure is due to any act beyond Tilsatec's reasonable control, including but without limitation, any Act of God, explosion, flood, tempest, fire or accident; war or threat of war, terrorist action, sabotage, insurrection, civil disturbance or requisition, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes, power failure or the effects of any epidemic or pandemic (including without limitation the virus known as COVID-19) or any government policies that are formed as a result of these effects.

15.2 If by any of the reasons detailed in clause 15.1, Tilsatec is or anticipates that it will be prevented or hindered from manufacturing or delivering the Goods, then Tilsatec shall notify the Buyer immediately and the Buyer shall be entitled if such event subsists for a period of fourteen (14) days, to cancel or suspend the Contract by giving notice in writing to Tilsatec.

15.3 In the event of cancellation or suspension of the Contract pursuant to clause 15.2, Tilsatec shall repay to the Buyer that part of the Price paid (if any) in respect of any period or periods affected by such cancellation or suspension apportioned on a basis which shall in the opinion of Tilsatec be fairly and reasonably attributable to such cancellation or suspension.

## 16 ASSIGNMENT AND SUBCONTRACTING

16.1 The Buyer will not without the prior written consent of Tilsatec assign or transfer the Contract or any part of it to any other person.

16.2 Tilsatec may without the prior written consent of the Buyer assign, transfer or subcontract the Contract or any part of it to any other person.

## 17 NOTICES

17.1 Notices under these Conditions shall be deemed to be served on delivery when delivered by hand, on the Business Day following the date of a read receipt confirming due transmission when transmitted by email, or two (2) Business Days after mailing if sent by mail to a UK address or five (5) Business Days after mailing if sent by mail to an address outside the UK, provided the postage is properly paid and such notice is correctly addressed to the respective Party at its registered office, or such other address as shall have been notified to the other Party in writing. These provisions shall not apply to service of any documents in anticipation of legal proceedings.

## 18 NO WAIVER

18.1 No waiver by Tilsatec of any breach of the Contract or of these Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision of the Contract.

## 19 NO PARTNERSHIP OR JOINT VENTURE

19.1 Nothing in the Contract or these Conditions shall constitute or be construed as constituting a partnership or joint venture between Tilsatec and the Buyer or shall authorise either Party to enter into contractual relationships or incur obligations on behalf of the other Party.

## 20 SEVERANCE

20.1 If any provision of the Contract or these Conditions is held by any competent authority or a court of law to be invalid or unenforceable in whole or in part the remaining provisions of the Contract and the provisions of these Conditions shall remain in full force and effect.

## 21 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

21.1 An entity which is not expressly a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.



## 22 IMPORT AND EXPORT LICENCES

22.1 The Buyer shall be solely responsible for obtaining all import authorisations and complying with any legislation or regulation governing the export of the Goods from the United Kingdom and the importation of the Goods into the country of destination and for payment of any relevant duties or taxes. The Buyer shall not be discharged from its obligations under the Contract by any partial or total prohibition of imports or by the refusal or non-availability of any import licence, or by the imposition of any terms and conditions upon the grant of such licence.

22.2 Delivery of the Goods shall be subject to the granting of any necessary export licences and the Buyer shall render all necessary assistance to Tilsatec to obtain such licences. Tilsatec accepts no liability for any loss, damage or expense arising from any delay in obtaining or failure to obtain such export licences.

## 23 ENTIRE AGREEMENT

23.1 These Conditions and the Acknowledgement of Order represent the entire agreement between the Parties relating to the sale of the Goods and supersede all prior agreements, arrangements and understandings relating to the sale of the Goods.

23.2 The Buyer agrees that it will have no remedy in respect of any untrue representation innocently or negligently made by or on behalf of Tilsatec prior to entering into the Contract upon which the Buyer relied in entering into the Contract, whether such representation was made orally or in writing. Nothing in the Contract or these Conditions will exclude or limit the liability of Tilsatec for fraudulent misrepresentation.

## 24 GOVERNING LAW

24.1 The Contract and these Conditions shall be governed by and construed in accordance with the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.