

TEDDINGTON APPLIANCE CONTROLS LIMITED

STANDARD CONDITIONS OF SALE.

- 1) **INTERPRETATION** In these Conditions;
- a. "the Buyer" means the person who accepts a quotation of the Seller for the sale of the Goods and/or the Services or whose order for the Goods and/or the Services is accepted by the Seller;
 - b. "the Contract" means the contract for the purchase and sale of the Goods and/or the Services;
 - c. "the Goods" means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions;
 - d. "the Seller" means Teddington Appliance Controls Limited a company registered in England with registered number 5763842 whose registered office is at Daniels Lane, Holmbush, St. Austell, Cornwall PL25 3HG;
 - e. "the Services" shall include any design or other services to be provided by the Company pursuant to the Contract whether in relation to the supply of Goods or otherwise and where the Contract is or includes work or work and materials or the supply of labour;
 - f. "these 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 Buyer and the Seller; and
 - g. "Special Goods" means goods made or adapted specifically to the Buyer's designs and specifications; and
 - h. "Specified Services" means the service to be provided by the Seller to the Buyer and referred to in the Specification Sheet provided by the Buyer to the Seller;
 - i. "writing" includes any communication effected by email, telex, cable, facsimile transmission or any comparable means.
- 2) Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 3) The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 4) **BASIS OF THE SALE OF GOODS AND/OR SUPPLY OF THE SERVICES**
- 5) Any quotation or estimate given by the Seller is an invitation to the Buyer to make an offer only and no order of the Buyer placed with the Seller in pursuance of a quotation or estimate or otherwise shall be binding on the Seller unless and until it is accepted by the Seller.
- 6) The Seller shall sell and the Buyer shall purchase the Goods and/or the Services on an ex-works basis in accordance with any written order of the Buyer that is accepted by the Seller. Any Contract shall incorporate and be subject to these Conditions and receipt of the Goods by the Buyer or performance of the Services by the Seller shall be deemed to be conclusive proof that the Customer has accepted these Conditions in the absence of any express or other implied acceptance of these Conditions by the Buyer. These Conditions, shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
- 7) All other terms and conditions (except those implied in favour of the Seller which are not consistent with these Conditions) whether or not the same are endorsed upon, delivered with or referred to in any purchase order or any other document delivered or sent by the Buyer to the Seller are expressly excluded.
- 8) Any reference in the Contract to the Buyer's order, specification or like document will not be deemed to imply that any terms or conditions endorsed upon, delivered with or referred to in such order, specification or like document will have effect.
- 9) No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
- 10) The Seller's employees or agents are not authorised to make any representations concerning the Goods and/or the Services unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations that are not so confirmed.
- 11) Any advice or recommendations given by the Seller or its employees or agents to the Buyer or its employees or agents as to the nature of the Goods and/or the Services or as to the storage, application or use of the Goods which are not confirmed in writing by the Seller are followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendations which are not so confirmed.
- 12) Any typographical, clerical or other errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice, Specification Sheet or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 13) The Seller shall provide the Specified Services to the Buyer subject to those Conditions.
- 14) Any changes or additions to the Specified Services or these Conditions must be agreed in writing by the Buyer and the Seller. The Specification Services shall be provided in accordance with the Specified Sheet and otherwise in accordance with the Seller's current brochure or other published literature relating to the Specified Services from time to time, subject to these Conditions.
- 15) Further details about the Specification Services, and advice or recommendations about its provision or utilisation, which are not given in the Seller's brochure or other promotional literature may be made available on written request.
- 16) In no circumstances shall a Buyer cancel or vary an order that has been acknowledged by the Seller without the Seller's written agreement.
- 17) **ORDERS AND SPECIFICATIONS**
- 18) No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.
- 19) The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods and/or the Services within sufficient time to enable the Seller to perform the Contract in accordance with its terms.

- 20) The quantity, quality and description of and any specification for the Goods and/or the Services shall be as set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller), or as otherwise agreed in writing between the Buyer and the Seller.
- 21) If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller or if the Services are to be performed by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred or paid or agreed to be paid by the Seller 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 Seller's use of the Buyer's specification.
- 22) The Seller reserves the right to make any changes in the specification of the Goods and/or the Services which are required to conform with any applicable safety or other statutory requirements or, where the Goods and/or the Services are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 23) No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 24) **PRICE OF THE GOODS**
- 25) The price of the Goods and/or the Services shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. Where the Goods and/or the Services are supplied for export from the United Kingdom, the Seller's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 26) The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and/or the Services to reflect any increase in the cost to the Seller which is due to any cause beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and/or the Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 27) Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods or perform the Services otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging, insurance and installation. In addition the Buyer shall be liable for all export or import or other applicable duties.
- 28) The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller at the rate applicable at the appropriate tax point.
- 29) The cost of carriage of Goods and of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, and/or the Services, but full credit will be given to the Buyer provided they are returned undamaged to the Seller, before the due payment date.
- 30) Where it is discovered by the Seller that any quotation or estimate given by it contains an accidental error or omission then, notwithstanding the quotation or estimate given, the Seller shall be entitled to invoice the Buyer and receive payment in accordance either with the price given in the quotation or estimate or the price ruling at the date of despatch whichever is the greater.
- 31) Prices quoted for the Goods do not include the cost of special packaging (other than non-returnable cardboard cartons) which shall be chargeable to the Buyer.
- 32) The Seller expressly reserves the right to increase the contract price at any time after the date of acknowledgement of order by such additional sum or sums as from time to time be necessary to cover the increased cost of production due to:
 - a. alteration of the Buyer's requirements;
 - b. further experimental work considered by the Seller to be necessary and not included at the time of acknowledgement or order;
 - c. suspension of work due to lack of or on the Buyer's instructions;
 - d. any variation in costs of materials, labour, overheads or transport or conforming to any Act of Parliament regulation or by-law made by any competent national or local authority arising after the Seller's acknowledgement of order.
- 33) All orders are subject to a minimum order charge of £250.00, and a minimum line charge of £95.00 excluding VAT unless otherwise agreed in writing. The Seller reserves the right to amend this charge at its discretion.
- 34) The Seller when manufacturing the goods to specifications supplied by the Buyer:
 - a. reserves the right to charge for and supply any excess goods manufactured up to within 5% of the quantity ordered, and will be fully and effectually indemnified by the buyer against all costs, claims, losses and damages suffered or incurred by the Seller arising from any infringements of patents, registered designs or trademarks or other industrial monopoly rights.
 - b. shall in nowise be liable for any loss or damage of whatsoever nature arising in any way out of, or out of the use of, defective designs specifications or information supplied by or on behalf of the Buyer who will keep the Seller fully and effectually indemnified in respect thereof.
- 35) **TERMS OF PAYMENT**
- 36) Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the price of the Goods and/or the Services on or at any time after delivery of the Goods or performance of the Services, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that either the Services have been performed or (as the case may be) that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods and/or had performed the Services.
- 37) The Buyer shall pay the price of the Goods and/or the Services (without any deduction) within 30 days of the date of the Seller's invoice, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the

price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

- 38) If the Buyer fails to make any payment on the due date under this Agreement or any other agreement between them then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to;
- a. cancel the order or suspend any further deliveries to the Buyer;
 - b. appropriate any payment made by the Buyer to such of the Goods and/or the Services (or the goods or the services supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - c. charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above the Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
 - d. an indemnity in respect of all reasonable legal and other costs in obtaining payment thereafter.

39) DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

- 40) Delivery of the Goods and performance of the Services shall be made by the Buyer collecting the Goods at the Seller's premises or the Seller performing the Services at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection, or, as appropriate, the Service has been performed or if some other place for delivery or performance is agreed by the Seller, by the Seller delivering the Goods to that place or performing the Services in that place.
- 41) Any dates quoted for delivery of the Goods or performance of the Services are approximate only and the Seller shall not be liable for any delay in delivery of the Goods or performance of the Services howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered or the Services performed by the Seller in advance of the quoted delivery or performance date upon giving reasonable notice to the Buyer.
- 42) Where the Goods are to be delivered or the Services performed in instalments, each delivery or performance shall constitute a separate contract and failure by the Seller to deliver or perform any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 43) If the Seller fails to deliver the Goods or perform the Services for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods or similar services to replace those not delivered over the price of the Goods or the Services (as the case may be).
- 44) If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may;

- a. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- b. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any short fall below the price under the Contract.

45) RISK AND PROPERTY

- 46) Risk of damage to or loss of the Goods shall pass to the Buyer –
- a. in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
 - b. in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 47) 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 the Seller has received in cash or cleared funds payment in full of the price of the Goods.
- 48) Until such time as the property in the Goods passes to the Buyer -
- a. the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property
 - b. the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but provided the Goods are still in existence and have not been resold, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 49) The Buyer 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 Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- ### 50) WARRANTIES AND LIABILITY
- 51) Subject to the conditions set out below the Seller warrants that the Goods and/or the Services will correspond with their specification at the time of delivery or performance and will be free from defects in material and workmanship for a period of six months from the date of their initial use or twelve months from delivery, whichever is the first to expire and that for a period of 12 months from point of delivery of the Goods at the stipulated place of delivery; the Seller (subject to sub-clause (53) below) undertakes to repair or replace any part supplied by it which is found to be defective as a result of a fault in the manufacture, provided that the defective part is returned to the Seller carriage prepaid, but no greater liability than any such repair or replacement shall attach to the Seller under this guarantee. Any parts so repaired or replaced free of charge under the guarantee will be subject to the guarantee during the remainder of the said guarantee period only.
- 52) The Seller must in order to be bound by the warranty contained in Clause 52 above be notified

of any defect, shortage or non-delivery of the Goods and/or the Services before five days have elapsed after the date of delivery of the Goods or performance of the Services (as the case may be).

- 53) The warranty contained in Clause 52 shall not extend to parts supplied to the Seller by the Buyer.
- 54) No claim will be met by the Seller under this Warranty if-
- a. such parts are rendered defective as the result of negligence carelessness or abuse of whatsoever kind in work, accident or use of the goods beyond their designed capabilities;
 - b. the faults occurred after a mounting or defective setting of the goods not carried out by the Seller's employees or agents;
 - c. the defective part has been repaired replaced or modified other than by the Seller's employee or nominee;
 - d. the terms of payment set out in Clauses 36 to 39 hereof have not been complied with;
 - e. notice of the fault was not, on its initial discovery, immediately given to the Seller.
- 55) This guarantee shall not extend to proprietary goods manufactured by any person other than the Seller and the Seller shall in nowise be liable for any loss caused in any way by any such defective parts but so far as is possible the Seller will pass on to the Buyer the benefit of any manufacturer's guarantee given by such other person.
- 56) The Seller gives the guarantee in place and to the exclusion of all conditions and warranties whatsoever expressed (save as provided by this Clause) or implied.
- 57) In consideration of and subject to the above guarantee and the benefit of the guarantee given by the manufacturer (if any) the Buyer agrees that the Seller shall not in any event be liable for loss damage or expense whatsoever and howsoever caused arising out of or in connection with the sale, manufacture or delivery of the goods except only in the case of misrepresentations to the extent that a Court may consider reliance on this exclusion not to be fair and reasonable in the circumstances of the case.

The above warranty is given by the Seller subject to the following conditions;

- a. the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
- b. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party;
- c. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
- d. the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any warranty or guarantee given by the manufacturer to the Seller;

- 58) 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 other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 59) 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 Buyer are not affected by these Conditions.
- 60) Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect of failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure; and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 61) Where any valid claim in respect of any of the Goods which is based on any defect of quantity, quality or condition of the Goods, or their failure to correspond with specification is notified to the Seller in accordance with these Conditions the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- 62) Except in respect of death or personal injury caused by the Seller's negligence, or as expressly provided in these Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage costs, expenses or other claims for compensation (whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.
- 63) The Seller 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 the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control;
- a. Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - b. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - c. import or export regulations or embargoes;
 - d. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
 - e. difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - f. power failure or breakdown in machinery.

64) **INSOLVENCY OF BUYER**

65) If-

- a. the Buyer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) 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
- b. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- c. the Buyer ceases, or threatens to cease, to carry on business; or
- d. the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly, then,

66) Without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

67) **EXPORT TERMS**

68) In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

69) Where the Goods are supplied for export from the United Kingdom, the following provisions shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

70) The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

71) Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered ex-works and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

72) The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller 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.

73) Payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank acceptable to the Seller or, if opened by Buyer in favour of and confirmed by a first class London bank acceptable to the Seller, or if the Seller has agreed in writing on or before acceptance of the Buyer's order to waive this requirement, by acceptance by the Buyer any delivery to the Seller of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of the Seller at such bank in England as

may be specified in the bill of exchange.

74) **GENERAL**

75) The Seller is a Member of the Group of Companies whose holding company is Henderson Industries Limited, and accordingly the Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through any other Member of its Group, provided that any act or omission of any such other Member shall be deemed to be the act or omission of the Seller.

76) The Seller shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under this Agreement through any agents or sub-contractors appointed by it in its absolute discretion for that purpose.

77) 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 the notice.

78) No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

79) 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 other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

80) Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President of the London Chamber of Commerce.

81) During all stages of design and manufacture Teddington Appliance Controls Limited take the necessary precautions to ensure that its products comply with the above act. Users of these products are reminded that they have similar obligations under the act and must ensure that products supplied by the company are installed and operated in such a way that there is no risk to health or safety at a place of work.

82) During all stages of design and manufacture of the Goods and performance of the Services the Seller shall take all reasonable precautions to procure that the Goods comply with the Health and Safety at Work Act 1974 (as amended from time to time). Users of the Goods are reminded that they have similar obligations under the 1974 Act (as amended) and must ensure that the Goods supplied by the Seller are installed and operated in such a way that there is no risk to health or safety at the place of work.

83) The Contract shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

Teddington Appliance Controls Limited

June 2010