

JOHN LILLEY & GILLIE LIMITED

TERMS & CONDITIONS OF SALE

FOR THE SUPPLY OF PRODUCTS AND SERVICES



1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these conditions.

1.1.1 "Contract" means the Customer's order and the Supplier's acceptance of it in accordance with condition 3.3;

1.1.2 "Customer" means the person, firm or company who purchases Products or Services from the Supplier;

1.1.3 "Incoterms" means the international rules for the interpretation of trade terms of International Chamber of Commerce as in force at the date when the Contract is made;

1.1.4 "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, moral rights, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

1.1.5 "Products" means the product or products agreed in the Contract to be purchased by the Customer from the Supplier (including any part or parts of them);

1.1.6 "Software" means any system installed on the Products;

1.1.7 "Supplier" means John Lilley & Gillie Limited;

1.1.8 "VAT" means value added tax chargeable under English law for the time being and any similar additional tax.

1.1.9 "Services" means the provision of labour only service personnel, (Compass Adjusters / Electronic Service Technicians),

1.2 Condition headings do not affect the interpretation of these conditions.

1.3 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it. **2 Application of Conditions** 2.1 These conditions shall:

2.1.1 apply to and be incorporated in the Contract; and

2.1.2 prevail over any inconsistent terms or conditions contained in or referred to in the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier. **3 Basis of Sale**

3.1 Any quotation is valid for a period of 30 days only, and the Supplier may withdraw it at any time by notice to the Customer.

3.2 Each order or acceptance of a quotation for Products or Services by the Customer shall be deemed to be an offer by the Customer subject to these conditions. The Customer shall ensure that its order is complete and accurate.

3.3 A binding contract shall not come into existence between the Supplier and the Customer unless and until the Supplier issues a written order acknowledgement to the Customer, or the Supplier delivers the Products or Services to the Customer (whichever occurs earlier).

3.4 The Supplier may deliver the Products or Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the applicable Contract. Each instalment shall be a separate Contract and no cancellation or termination by either party of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

3.5 No order which has been acknowledged by the Supplier may be cancelled by the Customer, except with the agreement in writing of the Supplier and provided that the Customer indemnifies the Supplier in full against all loss, costs, damages, charges and/or expenses incurred by the Supplier as a result of cancellation.

4 Quantity and Description

4.1 The quantity and description of the Products or Services shall be as set out in the Supplier's acknowledgement of order or (if there is no acknowledgment of order) quotation.

4.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for illustrative purposes only and do not form part of the Contract.

4.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

4.4 The Supplier reserves the right (but does not assume the obligation) to make any changes in the specification of the Products which are required to conform with any applicable legislation or any requirements of any third party supplier or licensor of the Supplier.

5 Prices

5.1 The price of the Products or Services shall be the Supplier's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Supplier's price list current at the date of acceptance of the order. All prices are exclusive of value added tax and all costs or charges in relation to any applicable packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the Products or Services.

5.2 The price for the Products or Services is based on the rate prevailing at the date of the Supplier's acknowledgement of the order but the Supplier may increase the price to cover any increases due to market conditions (including, but not limited to, increases in foreign exchange rates relating to the Products, or in labour, materials, supply or transportation costs) which affect the Supplier at the date of delivery.

5.3 Where the Customer's order has a delivery schedule which exceeds 3 months, unless specifically agreed in writing, the Supplier reserves the right to escalate the prices of the Products in line with the Supplier's price list current at the date of despatch of the Products.

6 Payment

6.1 Subject to any special terms agreed in writing between the Customer and the Supplier, the Supplier may invoice the Customer for the price of the Products on or at any time after dispatch of the Products, unless:

6.1.1 the Products are to be collected by the Customer; or

6.1.2 the Customer wrongfully fails to take delivery of the Products, and in either case the Supplier shall be entitled to invoice the Customer for the price at any time after the Supplier has notified the Customer that the Products are ready for collection.

6.2 The terms of payment shall, unless otherwise agreed in writing, be within thirty days of the date of the Supplier's invoice, whether or not delivery has taken place or title in the Products has passed to the Customer.

6.3 Time for payment of the price shall be of the essence of the Contract.

6.4 If the Customer fails to make payment in full on the due date, the whole of the balance of the price of the Products then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy available to the Supplier, the Supplier may:

6.4.1 terminate the Contract or suspend any further deliveries of Products (whether ordered under the same contract or not) to the Customer;

6.4.2 appropriate any payment made by the Customer to such of the Products (or the Products supplied under any other contract between the Customer and the Supplier) as it thinks fit (despite any purported appropriation by the Customer);

6.4.3 charge interest on the amount outstanding from the due date to the date of receipt by the Supplier (whether or not after judgment) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; at Bank of England Base Rate plus 8%. In addition we are required to charge a debt recovery fee of up to £100 per month whilst the debt is outstanding.

6.4.4 suspend all further manufacture, delivery, installation or warranty service until payment has been made in full;

6.4.5 make a storage charge for any undelivered Product at its current rates from time to time;

6.4.6 stop any Product in transit; and

6.4.7 exercise a general lien on all Products and property belonging to the Customer, exercisable in respect of all sums lawfully due from the Customer to the Supplier. The Supplier shall be entitled, on the expiry of fourteen days' notice in writing, to dispose of such Products or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.

6.5 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision of the Contract. This condition 6.5 is without prejudice to any right to claim for interest under the law, or any right under the Contract.

6.6 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

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7 Delivery of Products

7.1 Where Products are supplied for export from the United Kingdom, the provisions of condition 11 shall (subject to any special terms agreed in writing between the Supplier and the Customer) apply in respect of the delivery of the Products notwithstanding any other provisions or conditions.

7.2 Unless otherwise agreed in writing by the Supplier, delivery of the Products shall take place at the Customer's place of business.

7.3 The Supplier shall use its reasonable endeavours to deliver the Products on the date or dates specified in the Supplier's acknowledgement of order, but any such date is approximate only. If no dates are so specified, delivery shall be within a reasonable time of acceptance of the order. Time is not of the essence as to the delivery of the Products and the Supplier is not liable for any delay in delivery, however caused.

7.4 The Products may be delivered by the Supplier in advance of the quoted delivery date on giving reasonable notice to the Customer.

7.5 Delivery shall be made during normal business hours (excluding bank or public holidays). The Supplier may levy additional charges for any deliveries made outside such hours at the Customer's request.

7.6 The Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Products and for the provision of all necessary access and facilities reasonably required to deliver and install the Products. If the Supplier is prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out, the Supplier may levy additional charges to recover its loss arising from this event.

7.7 The Customer shall be deemed to have accepted the Products when the Customer has had ten working days to inspect them after delivery and has not exercised in writing its right of rejection.

7.8 Save where delivery is to be at the Supplier's place of business, the Supplier shall be responsible for any damage, shortage or loss in transit, provided that the Customer notifies it to the Supplier (or its carrier, if applicable) within three days of delivery or the proposed delivery date of the Products and that the Products have been handled in accordance with the Supplier's stipulations. Any remedy under this condition

7.8 shall be limited, at the option of the Supplier, to the replacement or repair of any Products which is proven to the Supplier's satisfaction to have been lost or damaged in transit.

7.9 If for any reason the Customer fails to accept delivery of any Products when they are ready for delivery, or the Supplier is unable to deliver any Products on time because the Customer has not provided appropriate instructions, access, facilities, documents, licences and/or authorisations:

7.9.1 risk in the Products shall pass to the Customer (including for loss or damage caused by the Supplier's negligence);

7.9.2 the Products shall be deemed to have been delivered; and

7.9.3 the Supplier may store the Products until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

8 Risk and Property

8.1 Where Products are supplied for export from the United Kingdom, the provisions of condition 11 shall (subject to any special terms agreed in writing between the Supplier and the Customer) apply in respect of the passing of risk in the Products.

8.2 Where delivery of the Products is to take place at the Customer's place of business, subject to the provisions of condition 7.9, the Products shall be at the risk of the Supplier:

8.2.1 until completion of the process of unloading the Products from the Supplier's carrier, where the Products are unloaded by or on behalf of the Supplier; until commencement of the process of unloading the Products from the Supplier's carrier, where the Products are unloaded by or on behalf of the Customer whereupon risk shall pass to the Customer.

8.3 Where delivery of the Products is to take place at the Supplier's place of business, the Products shall be at the risk of the Supplier:

8.3.1 until completion of the process of loading the Products on to the Customer's carrier, where the Products are loaded by or on behalf of the Supplier; and 8.3.2 until commencement of the process of loading the Products on to the Customer's carrier, where the Products are loaded by or on behalf of the Customer whereupon risk shall pass to the Customer.

8.4 Ownership of the Products shall pass to the Customer when the Supplier has received in full in cleared funds all sums due to it in respect of the Products.

8.5 Until ownership of the Products has passed to the Customer under condition 8.4, the Customer shall:

8.5.1 hold the Products on a fiduciary basis as the Supplier's bailee;

8.5.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and

8.5.3 keep the Products insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier, and hold the proceeds of such insurance on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

8.6 The Customer may resell the Products before ownership has passed to it solely on the following conditions:

8.6.1 any sale shall be effected in the ordinary course of the Customer's business; and

8.6.2 any such sale shall be a sale of the Supplier's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

8.7 The Customer's right to possession of the Products before ownership has passed to it shall terminate immediately if any of the circumstances set out in condition 17 arise or if the Customer incurs or in any way charges the Products, or if the Customer fails to make any payment to the Supplier on the due date.

8.8 The Customer grants to the Supplier, its agents and employees (or will procure the grant to the Supplier, its agents and employees of) an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or where the

Customer's right to possession has terminated, to remove them. All costs incurred by the Supplier in repossessing the Products shall be borne by the Customer.

8.9 On termination of the Contract for any reason, the Supplier's (but not the Customer's) rights under this condition 8 shall remain in effect.

9 Export Control Compliance

9.1 The Customer shall be in compliance with all export laws, rules and regulations of the United Kingdom, the European Union and other appropriate agencies and authorities and will not export or re-export any Products supplied by the Supplier in violation of any such laws or without all necessary licences or authorisations. The Customer further warrants that they will take all reasonable & appropriate steps to ensure that any other person or entity purchasing or otherwise procuring the Products will not export or re-export in violation of the requirement of any law, regulation, order or license of, or issued by any agency of government of the United Kingdom. 9.2 If an official licence is required for the export of our Products and if an application for such a licence is not granted, the contract shall be deemed automatically cancelled. In this case the Customer has no claim to reimbursement of any costs already incurred by him.

9.3 The Supplier does not accept any order which is in conflict with 9.1 or 9.2.

9.4 If we have already accepted an order and subsequently find out during order processing that the order is in conflict with 9.1 or 9.2 we shall cancel the order immediately. In this case we shall accept no claim for any compensation or damages. Under no circumstances shall the Supplier be liable for any indirect, incidental or consequential loss.

10 Inspection and Testing of Products 10.1

The Supplier shall:

10.1.1 test and inspect the Products prior to delivery to ensure that they comply with the requirements of the Contract; and

10.1.2 if so requested by the Customer, give the Customer reasonable advance notice of such tests (which the Customer shall be entitled to attend).

11 Software Licence

11.1 The price of the Products includes the licence fee for the Customer's right to use the Software.

11.2 If the Customer is provided with any software licence in respect of the Software, the Customer shall sign and return it to the Supplier within seven days of installation of the software, unless the licence has been supplied on a "shrink-wrap" or "click-wrap" basis.

11.3 If no software licence has been provided to the Customer, the Customer hereby accepts a non-exclusive, non-transferable licence to use the Software on the following conditions:

11.3.1 the Customer shall not copy (except to the extent permissible under applicable law or for normal operation of the Products), reproduce, translate, adapt, vary or modify the software, nor communicate it to any third party, without the Supplier's prior written consent;

11.3.2 the Customer shall not use the Software on any equipment other than the Products, and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software on the medium on which it resides; such licence shall be terminable by either party on 28 days' written notice, provided that the Supplier may terminate only if the continued use or

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11.3.3 possession of the Software by the Customer infringes the Supplier's, or a third party's, rights, or the Supplier is compelled to do so by law, or if the Customer has failed to comply with any term of the Contract; and
11.3.4 on or before the expiry of this licence, the Customer shall return to the Supplier all copies of the Software in its possession.

12 Export Terms

12.1 Where the Products are supplied for export from the United Kingdom, the provisions of this condition 12 shall (subject to any contrary terms agreed in writing between the Customer and the Supplier) override any other conflicting provisions of these conditions. #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 the Contract and these conditions.

12.2 The Customer shall be responsible for complying with any legislation governing:

12.2.1 the importation of the Products into the country of destination; and

12.2.2 the export and re-export of the Products, and shall be responsible for the payment of any duties on it.

12.3 Unless otherwise agreed by the parties in writing, payment of all amounts due to the Supplier shall be made (at the option of the Supplier) either (a) by transfer of funds to the nominated account of the Supplier, or (b) by irrevocable letter of credit opened by the Customer in favour of the Supplier and confirmed by a bank in

England acceptable to the Supplier or, if the Supplier has agreed in writing on or before acceptance of the Customer's order to waive this requirement, by acceptance by the Customer and delivery to the Supplier of a bill of exchange drawn on the Customer payable 30 days after sight to the order of the Supplier at such branch of Lloyds Bank Plc in England as may be specified in the bill of exchange.

12.4 The Contract shall specify, by reference to

Incoterms, the terms relating to the delivery of, and passing of risk in, the Products.

12.5 The Customer shall pay the price for the Products in the currency stated in the written order acknowledgement referred to in condition 3.3.

13 Warranty

13.1 Where the Supplier is not the manufacturer of the Products, the Supplier shall use all reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer, or any third party supplier, to the Supplier.

13.2 Where the Supplier is the manufacturer of the Products, the Supplier warrants to the Customer that (subject to the other provisions of these conditions) the Products are free from defects in workmanship and materials. The Supplier undertakes (subject to the other provisions of these conditions), at its option, to repair or replace Products (other than consumable items including, without limitation, fuses, gaskets, lamps and glass) which are found to be defective as a result of faulty materials or workmanship within twelve months of installation or eighteen months from delivery, whichever is the first to expire. This Warranty is on a "Return to Base" basis, and at our request the Customer shall return at his cost products reported as defective to us for assessment and evaluation at our Factory / Workshop. To the extent that we accept liability for any defect subsequently found we shall bear the cost of materials and wages in our Factory / Workshop

13.3 Unless agreed otherwise in writing, any Contact for the supply of a magnetic compass outfit does not include compass adjustment.

Initial Compass adjustment will be required at sea acceptance trials, and subsequently thereafter as described in Paragraph G.2 of Annex G of ISO 25862, as described below;

When to adjust compass

Magnetic Compasses should be adjusted when;

a) they are first installed;

b) they become unreliable;

c) repairs or structural alterations have been made to the ship that could affect its permanent and/or induced magnetism;

d) electrical or electronic equipment close to the compass is added, removed or altered;

e) the recorded deviations are excessive or when the compass shows physical defects; or

f) at any other time deemed necessary by the Master for the safety of navigation.

All magnetic compasses shall be swung and adjusted no less often than -

Every two years;

- After dry-docking; or

- After significant structural work.

It is standard practice on new vessels for the initial compass adjustment at sea trials to be the shipyard's responsibility and any further adjustment to be the ship owner's responsibility.

13.4 At our sole discretion we may decide to provide, if the Customer so requests, Field Service Personnel to carry out assessment & evaluation at another location determined by the Customer. The Customer shall pay for the travel time of any field service personnel provided by the Supplier at the hourly rate prevailing at the base from which such persons operate, plus, where appropriate, actual living and travel expenses plus any appropriate overtime surcharge and associated costs. To the extent that we accept liability for any defect subsequently found, we shall bear the cost of materials, spare parts and time spent repairing the item, (normal time only, all overtime is charged to the Customer).

13.5 The Supplier shall not be liable for a breach of the warranty contained in condition 13.2 unless:

13.5.1 the Customer gives written notice of the defect to the Supplier within seven days of the time when the Customer discovers or ought to have discovered the defect; and

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

13.6 The Supplier shall not be liable for a breach of the warranty in condition 13.2 if:

13.6.1 the Customer makes any use of the Products in respect of which it has given written notice under condition 13.5.1; or

13.6.2 the defect arises because the

Customer failed to follow the Supplier's oral or written instructions as to the proper storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or

13.6.3 the Customer alters or repairs the relevant Products without the written consent of the Supplier.

13.7 Any repaired or replacement Products shall be under warranty for the unexpired portion of the period referred to in condition 13.2.

13.8 The Supplier shall not be liable for any damage to or defect of the Products caused by 13.8.1 improper or incorrect installation of the Products unless the Products have been installed by the Supplier or their authorised agents, or 13.8.2 use outside their normal application.

14 Remedies

14.1 The Supplier shall not be liable for any non-delivery of Products (even if caused by the Supplier's negligence) unless the Customer notifies the Supplier in writing of the failure to deliver within ten working days after the scheduled delivery date.

14.2 Any liability of the Supplier for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Products.

14.3 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer (other than by reason of a Force Majeure Event under condition 18), the Customer shall be liable to pay to the Supplier all reasonable costs, charges or losses sustained by it as a result, subject to the Supplier notifying the Customer in writing of any such claim it might have against the Customer in this respect.

14.4 Without prejudice to the provisions of condition 13.4, in the event of any claim by the Customer under the warranty given in condition 13.2, the Customer shall notify the

Supplier in writing of the alleged defect. The Supplier shall have the option of testing or inspecting the Products at their current location or moving them to the Supplier's premises (or those of its agent or subcontractor) at the cost of the Supplier. If the Customer's claim is subsequently found by the Supplier to be outside the scope or duration of the warranty in condition 13, the costs of transportation of the Products, investigation and repair shall be borne by the Customer.

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15 Limitation of Liability

15.1 The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

15.1.1 any breach of the Contract; and

15.1.2 any representation, statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.

15.2 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

15.3 The Supplier shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for any special, indirect, or consequential loss, costs, damages, charges or expenses howsoever caused;

15.3.1 the Supplier's total liability in contract, tort, (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract or with regard to the failure of equipment sold by the Supplier to the Customer shall be limited to the price payable for the Products under condition 5.

16 Intellectual Property Rights

16.1 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Products are and shall remain the sole property of the Supplier or (as the case may be) its licensors.

16.2 The Supplier shall retain the property and copyright in all documents supplied to the Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of the Supplier.

16.3 The Intellectual Property Rights in and relating to the Products shall remain the exclusive property of the Supplier, or its licensors, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.

16.4 In relation to the Software:

16.4.1 the Customer acknowledges that it is buying only the media on which the software is recorded and the accompanying user manuals;

16.4.2 nothing contained in these conditions shall be construed as an assignment of any Intellectual Property Rights in the Software or user manuals; and

16.4.3 the Customer shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Software and user manuals, and shall comply with all licence agreements, terms of use and registration requirements relating to them.

17 Confidentiality and Supplier's Property

17.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier or its agents, and any other confidential information concerning the Supplier's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to the Supplier, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer. 17.2 This condition 17 shall survive termination of the Contract, however arising.

18 Termination

18.1 Without prejudice to any other right or remedy available to the Supplier, the Supplier may terminate the Contract or suspend any further deliveries under the Contract without liability to the Customer and, if the Products have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if:

18.1.1 an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Customer; or

18.1.2 an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

18.1.3 a receiver is appointed of any of the Customer's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets; or

18.1.4 the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or

18.1.5 the Customer ceases, or threatens to cease, to trade; or

18.1.6 the Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

18.2 Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.

19 Force Majeure

The Supplier reserves the right to defer the date of delivery, or to cancel the Contract or reduce the amount of Products ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, or storm (Force Majeure Event).

20 Waiver

20.1 A waiver of any right under the Contract is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

20.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

21 Severance

If any provision of the Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

22 Status of Pre-contractual statements

Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or

Understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract other than as expressly set out in the Contract. Nothing in the Contract shall limit or exclude any liability for fraud.

23 Assignment

23.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

23.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

24 Third Party Rights

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

25 Notices

Any notice required to be given pursuant to the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first class post or recorded delivery post or registered airmail (in the case of an overseas address for service) to the address of the party as set out in these conditions, or such other address as may be notified by one party to the other. A notice delivered by hand is deemed to have been received when delivered (or, if delivery is not in business hours, 9:00 am on the first business day following delivery). A correctly addressed notice sent by prepaid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post and any notice delivered by registered airmail shall be deemed to have been received 5 days from the date of posting.

26 Indemnity

Where the contract is for the supply of labour only service personnel, (Compass Adjuster/Electronic Service Technician), the following indemnity shall apply

26.1

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The Customer shall be responsible for and shall indemnify and hold harmless the Supplier from and against all claims, losses, damages, costs, (including legal costs), expenses and liabilities howsoever arising related to:

- Disease or injury to or death of any person employed or provided by the Customer
- Damage to or loss of Customer property and which arises out of or in connection with the performance of the contract.

27 General Data Protection Regulation (GDPR)

27.1 John Lilley & Gillie Ltd follow Regulations that protect fundamental rights and freedoms of natural persons and their right to the protection of personal data. John Lilley & Gillie Ltd understand a customer's request for a sale to be completed as consent to use of the customer's name, address and other contact details as required for the purpose of completing the sale. This may require the above-mentioned customer details being shared with suppliers, distributors and/or freight-forwarding companies, in order to complete the sale and the delivery of products to the customer.

28 Governing Law and Jurisdiction

28.1 The Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract. The parties irrevocably agree that the courts of England have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.