

Section 5 and of the Terms of Use Policy: Delivery of Products / Services

5. Delivery of Products

5.1. Delivery of Products should be made by the Customer collecting the Products at the Company's premises at any time after the Company has notified the Customer that the Products are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the Products to that place.

5.2. Any dates quoted for delivery of the Products are approximate only and the Company shall not be liable for any delay in delivery of the Products howsoever caused. Time for delivery shall not be of the essence of the contract unless previously agreed by the Company in Writing. The Products may be delivered by the Company in advance of the quoted delivery date on giving reasonable notice to the Customer.

5.3. Where delivery of the Products is to be made by the Company in bulk, the Company reserves the right to deliver up to 3 per cent or 3 per cent less than the quantity ordered without any adjustment in the price, and the quantities so delivered shall be deemed to be the quantity ordered.

5.4. Where the Products are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the installments in accordance with these Terms or any claim by the Customer in respect of any one or more installments shall not entitle the customer to treat the Contract as a whole as repudiated.

5.5. If the Company fails to deliver the Products (or any installment) for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, and the Company is accordingly liable to the Customer, the Company's liability shall be limited to the excess (if any) of the cost of the goods sold to customer in the form of a refund to the Customer or (in the cheapest available market) of similar goods to replace those not delivered over the price of the Products.

5.6. If the Customer fails to take delivery of the Products, or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then, without limiting any other right or remedy available to the Company, the Company may:-

5.6.1. store the Products until actual delivery and charge the customer for the reasonable costs (including insurance) and storage; or

5.6.2. sell or discard the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

6. Delivery of Services

6.1. Delivery of the Services shall be made at the place or places and at the time or times specified in the Contract or invoice.

6.2. The Customer shall at its own expense supply the Company with all necessary Input Material, and all necessary data or other information relating to the Services, and shall make all

preparations as specified in the Contract within sufficient time to enable the Company to provide the Services in accordance with the Contract. The Customer shall ensure the accuracy of all Input Material

6.3. The Company may at any time without notifying the Customer make any changes to the Services, which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

Section 9 of the Terms of Use Policy: Risk of damage of Products

9.1. Risk of damage to or loss of the Products shall pass to the Customer;

9.1.1. In the case of Products to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Products are available for collection; or

9.1.2. In the case of Products to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Products, the time when the company has tendered delivery of the Products.

9.2. Notwithstanding delivery and the passing of risk in the Products, or any other provisions of these Terms, the property in the Products shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Products and all other goods and services agreed to be sold or provided by the Company to the Customer for which payment is then due.

9.3. Until such time as the property and the Products passes to the Customer, the Customer shall hold the Products as the Company's fiduciary agent and bailee, and shall keep the Products separate from the goods of the customer and third parties and properly stored, protected and insured and identified as the Company's property, but the customer may re-sell or use the Products in the ordinary course of its business.

9.4. Until such time as the property in the Products passes to the Customer (and provided the Products are still in existence and have not been resold), the Company may at any time require the Customer to deliver up the Products to the Company and, if the Customer fails to do so forthwith, enter on any premises of the Customer or any third party where the Products are stored and repossess the same.