





## MIDEL & MIVOLT FLUIDS LTD Terms & Conditions of Sale



- 10.2 Without prejudice to any duty of the Customer at common law the Supplier shall be entitled to require the Customer to take such steps to mitigate or reduce any loss which may arise from such infringement.
- 10.3 The Supplier shall not indemnify the Customer for any claim in respect of any design specification or instruction provided by the Customer or in respect of the Goods if they are used for any purpose or in a manner or in a foreign country not specified or disclosed to the Supplier by the Customer or to any claim resulting from the use of the Goods in association or combination with any other Goods not supplied by the Supplier.
- 10.4 In the event that the Goods are to be manufactured or any process is to be applied to them by the Supplier in accordance with any design, specification or instructions from the Customer, the Customer shall indemnify the Company against all loss, damage, costs and expenses awarded against or incurred by the Supplier in connection with any settlement of any such claim for infringement of any patent, copyright, design, trademark, or other industrial or intellectual property rights of any other party which results from the Supplier's use of the Customer's design, specification or instructions.
- 11.1 Save as set out in these Conditions the Supplier shall not be liable to the Customer for any loss or damage arising directly or indirectly of any act or omission by the Supplier.
- 11.2 The Supplier shall be liable for death or personal injury which is due to its negligence in performing its obligations under these Conditions.
- 11.3 The Supplier shall be liable for any direct physical damage to the tangible property of the Customer which is due to the negligence of the Supplier in performing its obligations under these Conditions provided that its total liability shall not exceed £1 million. This sum represents the Supplier's total liability in respect of any single or a series of claims arising from the same cause (except for death or personal injury).
- 12.1 The Customer shall indemnify the Supplier for all claims for loss (including consequential loss) damages, costs, and expenses incurred by the Supplier in connection with any claim paid or agreed to be paid by the Supplier to any third party who has purchased the goods from the Customer or who has or may be affected by the uses of the Goods.
- 13.1 If the Customer shall: -
- a) commit any material breach of the Contract at any time
  - b) be unable to pay its debts or to have no reasonable prospect of being able to do so
  - c) have an application made to the court for an interim order or a proposal is made for a voluntary arrangement in respect of it or a petition is presented, or bankruptcy order is made against it
  - d) go into liquidation or have a receiver or administrative receiver appointed in respect of its assets
  - e) reach any agreement with its creditors the Supplier may without notice and without further liability to the Customer suspend or terminate the Contract and stop any Goods in transit and without any prejudice to any remedy which the Supplier may lawfully enforce treat any invoices for Goods delivered to the Customer as having become immediately due and payable.
- 14.1 Until all payments due from the Customer to the Supplier have been received the Supplier shall retain legal and beneficial title to the Goods.
- 14.2 Risk in the goods shall pass to the Customer upon delivery but until such time as the Customer secures title to the goods, the Customer shall: -
- a) store the Goods separately from any other goods, clearly marked and identified as being the property of the Supplier
  - b) be entitled to sell the goods in the normal course of business.
- 14.3 If any of the events referred to in Condition 13 occurs the Supplier or appointed agents shall be entitled to enter onto any land or premises occupied or owned by the Customer or any other premises where they are reasonably thought to be stored to repossess the Supplier's Goods and to dispose of the same.
- 14.4 The Supplier expressly reserves the right to sue for the price of the Goods.
- 14.5 If payments received from the Customer are not stated to refer to a particular invoice the Supplier may appropriate such payments to any outstanding invoice.
- 15.1 In the event that any of these Conditions or part of any condition is declared invalid or unenforceable by a court of competent jurisdiction all of the other Conditions or parts of conditions shall remain in full force and shall not be affected for the remainder of any term of the Contract.
- 15.2 Failure by the Supplier to enforce any of these Conditions shall neither prejudice nor restrict its rights nor shall any waiver of its rights operate as a waiver of any subsequent or continuing breach by the Customer.
- 15.3 All notices which are required to be given shall be in writing and shall be sent to the address of the Supplier as set out in the Order.
- 15.4 This Contract shall be governed and constructed in accordance with English Law, and in respect of any dispute the parties shall submit to the jurisdiction of the English courts.