CONTRACT ACKNOWLEDGMENT

Raised from Quotation: FQ-1705785

Your Order No: 861760127



Branch Address	Delivery Address	Sales Office			
Jewson Ltd/Merton Timber	ENTRANCE VIA WILMOTT PLACE	Marshalls Natural Stone			
0861 Sutton	ROYAL COLLEGE STREET	Brier Lodge			
102 Rose Hill	CAMDEN TOWN	Halifax			
Upton	LONDON	West Yorkshire			
Sutton	LONDON	HX3 9SY			
Surrey	NW1-	0870 411 2266			
SM1 3HB		FAX: 0870 411 2277			
FAO: Tom Wall		natstone.sales@marshalls.co.uk			

Dear Sirs,

We thank you for your order and confirm the details as follows.

Please quote the original Quotation number displayed at the top of the page in any communication regarding this confirmation.

Current yorkstone lead-times for standard paving and setts are 6 weeks from date of order (order received 10-02-2011) subject to saw block availability.

Item Code	Contract Quantity	<u>Called</u> <u>Quantity</u>	Balance Quantity	<u>Unit</u>	<u>Description</u>	Price A		<u>Unit</u>	<u>Price B</u>		<u>Unit</u>		
These products are supplied from our Halifax Quarry Works.													
A13272	2.34	0	2.34	m2	S'Moor 1385x 75x1691 DS	£95.34	per	m2	£95.34	per	m2		
** SCHEDULE	RECEIVED **				PavDim								
Scoutmoor Blue/Buff 1385x 75x1691 Diamond Sawn Dimensional Paving													
A13273	2.86	0	2.86	m2	S'Moor 1385x 75x2066 DS PayDim	£95.34	per	m2	£95.34	per	m2		
** SCHEDULE RECEIVED **													
Scoutmoor Blue/Buff 1385x 75x2066 Diamond Sawn Dimensional Paving													
A13274	3.10	0	3.10	m2	S'Moor 1510x 75x2055 DS PavDim	£95.34	per	m2	£95.34	per	m2		
** SCHEDULE	RECEIVED **				Favbiiii								
Scoutmoor Blue/Buff 1510x 75x2055 Diamond Sawn Dimensional Paving													
A13275	2.54	0	2.54	m2	S'Moor 1510x 75x1681 DS PayDim	£95.34	per	m2	£95.34	per	m2		
** SCHEDULE RECEIVED **													

Scoutmoor Blue/Buff 1510x 75x1681 Diamond Sawn Dimensional Paving

Item CodeContractCalledBalanceUnitDescriptionPrice AUnitPrice BUnitQuantityQuantityQuantity

This Contract Acknowledgment is valid for 45 days from February 10, 2011 and will thereafter be subject to variation.

The prices quoted will be subject to the addition of value added tax at standard rate.

Derivation from the quantities above may result in changes to haulage costs and/or despatch point.

Item CodeContractCalledBalanceUnitDescriptionPrice AUnitPrice BUnitQuantityQuantityQuantity

TERMS & CONDITIONS OF SALE AND SUPPLY (Goods and Services)

Item Code Price A **Unit** Price B Contract Called Balance Unit Description Unit Quantity Quantity Quantity

DEFINITIONS
These Terms and Conditions, the following words shall have the following meanings:

Company'
shall mean Marshalls Mono Limitect
shall mean Marshalls who Limitect
shall mean Marshalls who Limitect
shall mean Marshalls PLC and it
conditions from time to time
shall mean Marshalls PLC and it

conditions from time to time

shall mean Marshalls PLC and its subsidiary companies whether directly or indirectly owned

shall mean the products or materials expedied by the Company. materials supplied by the Company

materials supplied by the Company
shall mean the corporate entity firm
or person to which the Goods and/or Services are supplied
shall mean the whole or any part of "Buver

shall mean the whole or a
the services which the Company is to supply or carry out under the contract
MAKING THE CONTRACT
The Communication

4G THE CONTRACT company's quotation which comprises an invitation to treat (ie a proposal to enter ir ct) is open for a period of 45 days beginning with the date hereof or such longer p indicated in the quotation, provided that the Company has not previously withdrawn it.

All orders are placed and accepted under these terms and conditions above.

All orders are placed and accepted under these terms and conditions above.

These terms and conditions exclude any other terms and conditions which a Buyer might seek to impose even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supersade any terms or conditions inconsistent with term. This contract and the documents referred to within it represent the entire agreement between the parties and will replace any previous agreement, discussions or understandings between them reliantly to subject matter of this agreement, to sumple of express term or reflected within this agreement shall form part of any agreement theven the parties. No conclusteral warrantes in relation to or connected with the subject matter of this agreement have been agreed and any discussions documentation or correspondence which might be laken to No employee, agent or officer of the Company is authorised to agree to any variation of these conditions of sale or to agree to the supply of Goods and/or Services by the Company, except subject to those conditions of sale whout variation. A variation made in writing and expressly accepted by a director of the Company is however permitted.

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writing.

The Buyer will in the event of agreed cancellation by the Buyer indemnify the Company fully against all charges costs and losses (including loss of profit) sustained by it as a result which shall be set at the amount certified by the Company.

The Company may without prejudice to its other rights, suspend or cancel further deliveries and/or work under this and any other Contract between the parties hereto if the Buyer shall fall to make payment of any sum on its due date for payment or if the Buyer shall become insolvent or have any form of insolvency proceedings or action (whether or not involving in the interaments of a crunt't taken anainst it. Including folly without liming the generality) any is an or lake payment of any solin on its outer data for payment of the topological interesting of a country to the country of the country of

3.5.1

perplication as along, and a set of them to other interested parties in which case and or offer to self the Goods or any part of them to other interested parties in which case the Company shall be entitled to recover from the Buyer as liquidated damages, the amount of gross printf forgone by the Company on the sales of the price that would have applied at the date for delivery. If the Goods or part of them are not sold within a period of 90 days or realise less than their full cost the Company (including a pro-rata proportion of fixed and variable overheads) within that time. Company functioning a pro-teral proportion in literal and variable of better by white the time the Company may recover from the Buyer in addition to gross profit, as liquidated damages the amount of the cost not recovered by sale as certified by the Company. Upon payment of all sums certified as due to the Company the Buyer shall be entitled to any Goods which have not been disposed of by sale within the period of 90 days.

The New Inspects of the sear water that period to strongs.

PRICE

Threshold the sear that the price papile for the Goods and Services will be that quoted, or Unised the threshold that currently changed by the Company at the date of delivery of the Goods and Services. The price and any fies costs and disturtments expressed to be payable to the Company shall be deemed to be exclusive of Value Added Tax.

The Company shall be deemed to be exclusive of Value Added Tax.

The Company server be right entirely at its sole discretion at any time price to delivery of the Goods to adjust the price to take account of any increase in the price to the Company of goods, or services, or raw materials, labour or other injusts used in the production of Goods or goods of that kind or of the Services, or to take account of any unrease in taxetion or duty payable or to take account of any currency fluctuation increasing the coots of producing or purchasing the Goods or goods of that kind or the supply of Services in each case measured in Sterling.

TERMS OF PAYMENT

TERMS OF PAYMENT

5.2

TERMS OF PAYMENT

The Company shall be entitled to payment of the price payable in respect of the Goods upon despatch of the Goods and in respect of Services when the Services are in the opinion of the Company substantially complete. Issue of an invoice by the Company shall be taken as confirmation of delivery and/or that the Company is of the opinion that the Services are substantially complete. The Company will allow the Buyer to pay up to the end of the month following the date of the invoice. The Company may withdraw this allowance at any time by written notice. Time of payment shall be of the essence of the contract.

The Company reserves the right to charge interest of 5% per accounts, such contracting interest and the contraction of the company or its agents or employees or due to any suggestion that Goods received or the Company or its agents or employees or due to any suggestion that Goods received or the Company or its agents or employees or due to any suggestion that Goods received or the Company or its agents or employees or due to any suggestion that Goods received or the Company or its agents or employees or due to any suggestion that Goods received or the Company or its agents or employees or due to any suggestion that Goods received or due to the company or its agents or employees or due to any suggestion that Goods received or due to the company or its agents or employees or due to any suggestion that Goods received or due to the company or its agents or employees or due to any suggestion that Goods received or due to the company of the company or its agents or employees or due to any suggestion that the contraction of the company or its agents or employees o

of the Company or its agents or employees or due to any suggestion that Goo Services supplied by the Company are defective. DELIVERY

DELIVERY

Where the Goods are delivered to the Buyer, the Buyer shall be responsible for unloading unless the Company has expressly agreed to unload the goods. Where the Goods are collected by the Buyer at the Company's Premises, the Company will load the Buyer's

6.2

Collection by the buyer at the Company's Premises, the Company will load the suyer's Where the Company delivers to the Buyer's Premises the Company reserves the right to make an extra charge where the unloading of the Goods is unduly delayed. The Company may refuse to deliver the Goods over roads or other ground which it considers to be unsuitable for the safe passage of its vehicles. Where delivery is made to the Buyer's premises the Buyer will indemnify the Company against any loss suffered during unloading or as a result of the accessway being unsuitable. The Company will seek to deliver in accordance with the date agreed for despetch or delivery the Company will seek to deliver in accordance with the date agreed for despetch or delivery the Company shall not be lable for any loss whatsoever or howsoever arising caused delivery the Company shall not be lable for any loss whatsoever or howsoever arising caused delivery the Company will seek to deliver in accordance with the date agreed for despetch or delivery the Company shall not be lable for any loss of whatsoever or howsoever arising caused delivery the Company reserves the right to despetch andor make delivery by installments and to lender a separate invoice in respect of each installment. 6.3

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entoes a separate envolue in tespect of each installents.

When despatch and/or delivery is to be by installents or the company exercises it's right to deliver by installents or if there be delay in the despatch and/or delivery of any one or more stallents or the advancer reason, this will not entitle the Buyer to treat the contract as epudiated or to any damages.

Carriage is chargeable on all despatches where the Company undertakes delivery. When 6.7

6.8 Carriage is chargeable on all despatches where the Company undertakes delivery. When the Buyer requests delivery by a specific carrier any difference in cost between the Company's normal method of carriage and that requested will be charged for to the Buyer. The prices quoted cover delivery on normal working days during normal working hours. He Company reserves the right to make an extra charge. RISK AND THE PASSING OF PROPERTY RISK in the Goods shall pass to the Buyer when the Goods leave the despatching premises of the Company (or of the Company's supplier if delivery is to be made directly to the Buyer) regardless of whether they remain on a whelice of the Company or not. Notwitstanding risk in the Goods passing to the Buyer, title in Goods shall not pass to the Buyer until payment is received by the Company for the Goods and there are no other amounts then being outstanding from the Buyer to the Company in respect of other Goods or Services supplied by the Company in respect of other Goods or Services supplied by the Company in respect of other Goods or Services supplied by the Company.

emodals there level obstactions on the object of the Company in respect to the Company.

The Buyer is licensed by the Company to use or to agree to sell the Goods delivered to the Buyer but, subject thereto, until title in the Goods passes, the Goods shall be stored in such a way as to be clearly identifiable as belonging to the Company and the Company shall be entitled to enter upon the premises where the Goods are stored to recover possession.

ceivership, petition or order for administration, winding up or bankruptcy, any proposal voluntary arrangement with creditors or proposal to compound with creditors, or any sin condures under the laws of England or any other jurisdiction. The power of sale and all also be determinable at any time by notice of the Company to the Buyer.

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8.2.2

WARRANTY

The Company warrants that it has title to and the unencumbered right to sell the Goods.
There shall be no term implied into the contract.

The shall be no term implied into the contract as to any compliance of the Goods with any descriptive material except as identified specifically in the Company's quotation or order confirmation and section 13 of the Sale of Goods Act 1979 and section 3 of the Supply of Goods and Services Act 1982 are hereby

Goods Act 1979 and section 3 of the Supply of Goods and Services Act 1982 are hereby excluded; as to the Supply of Goods and Services Act 1982 are hereby excluded; and 4(2) of the Supply of Goods and Services Act 1982 are hereby excluded; and 4(2) of the Supply of Goods and Services Act 1982 are hereby excluded; and for the Supply of Goods and Services Act 1982 are hereby excluded.

The Goods shall comply with their internal Company design and specifications of the designs and specifications of the manificature of the Goods.

If Goods are made or amended or Services are carried out to any specifications instruction, information or design supplied by the Buyer or any thrift party on behalf of the Buyer, then the suitability and accuracy of that specification, instruction, information or design will be sole responsibility for accuracy.

The Buyer will be sole to Company against any infringement of any patent. The Buyer and street designs, toole make, trade tame, copyright or other inflation properly right anising from the use or implementation of the items described in clause 9.4 showe and any loss, damage or expense it may incur because of any such infringement or alleged infringement in any country.

SERVICES SERVICES

The Company shall be bound to supply only those Services specifically identified in the quotation or order confirmation. Any Services involving the preparation of designs for any structure and/or services at a site and/or services involving advice in relation to the installation of Goods, shall be taken to exclude any obligation to undertake structural or load

installation of Goods, shall be taken to exclude any obligation to undertake structural or load bearing calculations or verification steeps (and the Buyer shall undertake such work itself and verify any designs or calculations provided) unless the quotation or order confirmation or an express written variation signed by an authorised apart of the Company identifies expressly that the Company shall undertake such calculations or verification.

The Buyer shall supply as soon as reasonably practicable all information or documents reasonably required or requested by the Company in order to allow the Company to carry out the Services.

Should the Buyer fail to provide any information or documents required or requested for the purposes of carrying out the Services, the Company may either (at its sole option) delay the carrying out of the Services for so long as the information or documents are outstanding or make such assumptions as it in its ole discretion regards as appropriate. In either event the Buyer shall have no right to damages or any other relief arising from or related to any delay or any such choice of assumptions (corrided in the case of assumptions it was one which is was not the oricumstances reasonable to make given the information then available to the Company).

in the circumsentures reasonable for any error or defect in the Services which is a Company). The Company shall not be responsible for any error or defect in the Services which is a the company of the company of the company undertakes any services additional to the Services, or by reason of any design changes requested by the Buyer or any other circumstances beyond the Company's control the Company is required to undertake extra work, a fair and reasonable additional fee will be payable as certified by the Company at the rate of £200 plus

reasonable additional net may be proposed.

The Company shall exercise reasonable care and skill in the provision of the Services supplied under the contract.

Subject always also to the other restrictions on duty or liability set out in these terms and subject always also to the other restrictions on duty or liability set out in these terms and subject always also to the other restrictions on duty or liability set out in these terms and subject always also to the other restrictions on duty or liability set out in these terms and subject always also to the other restrictions on duty or liability set out in these terms and subject always also to the other restrictions on duty or liability set out in these terms and subject always also to the other restrictions on duty or liability set out in these terms and subject always also to the other restrictions on duty or liability set out in these terms and subject always also to the other restrictions on duty or liability set out in these terms and subject always also to the other restrictions on duty or liability set out in these terms and subject always also to the other restrictions on duty or liability set out in these terms and subject always also to the other restrictions on duty or liability set out in these terms and subject always also to the other restrictions on duty or liability set out in these terms and subject always also to the other restrictions on the other restrictions on the other restrictions of the other restric 10.7

Subject always also to the other restrictions on duty or liability set out in these terms and conditions the Company shall have no liability (whether in misropresentation, contract, tort or otherwise whatever) in respect of any expression of opinion, recommendation, designing of the contract or which it is not contracted to provide except to the extent that such matter is incorporated into the contract expressly in the quotation or order confirmation of the Company or by an express written variation signed by an authorised agent of the Company. It shall be the exclusive obligation of the Buyer, unless the Company is expressly contracted to undertake such work in the quotation or order confirmation or a written variation signed by an authorised agent of the Company, to ensure that all ground conditions, foundations, froing points, ports or other structural elements in, on or onto which goods are to be installed by the goods and any other dependant term or structures to that once installed the performance of the goods in their intended function will not be adversely affected by such matter. Except as identified above the Company shall have no liability or obligation in respect of any such matter.

identifies above the Company shall have no liability or congetion in matter.

The Company shall have no liability in respect of any loss or damage alleged to arise by reason of any Services (whether in contract, but or otherwise whatever) if the Company has recommended the use of certain of its products in particular applications related to the project but instead other products are used in whole or part as a result of a decision by any party other than the Company. This provision shall not apply where the Company is paid a separate identified amount in respect of Services under the contract, or where the price of the Company's products which would have been used but for the use of such other products the causes of the alleged loss or damage.

DESION

Any design, calculations, data, drawings or other materials (the "Materials") produced by the Company whether specifically for the Buyer or not shall belong to the Company together with all copyright, design rights and other intellectual property rights related to them. The Buyer shall have a non exclusive licence to use the Materials only in relation to the specific project in respect of which the Materials were prepared or supplied by the Company. The licence shall only allow the use of the Materials provided the Buyer purchases from the Company, all of the goods or materials set out in or required or described by or in the Materials as the Company is in the business of supplying.

The Company shall not be liable for any such use by the Buyer or its nominees of any drawings and other documents for any purposes other than those for which they were originally prepared by the Company.

LABILITY

LABILITY

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The prices charged for the Goods and Services are based strictly on the basis of the limitations and exclusions of the Company's liability specified in these conditions. Should the Buyer before accepting the Company's offer wish to obtain higher limits of liability or property of the company should be approached for an alternative quotation as it may be prepared to consider this in return for an addition to the price.

The Company agrees that if any defect covered by this Clause 12.2 is discovered during the period of 12 months commencing with the date of despath, or it later installation of the Goods by the Company, the Company will at its option replace or repair the Goods and reinstall them as necessary and correct any defective Services. This Clause 12.2 only covers defects in the Goods (or their packaging or instructions) which render them non-compliant with the Company's or their manufacturer's design and specifications, or defects in the Services or part of them as a result of a failure to exercise reasonable care and skill. It does not cover defects caused by abnormal use, misuse, neglect or accident or other matters which are excluded or restricted by these terms and conditions including under clauses 9 or 10. 12.2

The Buyer cannot claim the benefit of clause 122 unless it informs the Company of the relevant defect in writing within 56 days of discovering it or within 56 days of when it is notified to the Buyer by any third party (provided in each case it was discovered within telline described at Clause 12.2). The Buyer must ensure that the Company is afforded a reasonable opportunity to inspect the Goods in order to claim the benefit of clause 12.2. The remedies provided by clause 12.2 shall be in place of all other claims for damages or loss or compensation arising from or related to defects in, or non-compliance with the contract of the Goods or Services or any aspect of them.

The Company shall have no leability in tort or non-fraudulent misrepresentation arising from to the making of the contract.

12.6

othe making of the contract.

The Company shall not be liable for any consequential or indirect loss suffered by the Buyer hether this loss arises in contract or lord or in other way (including non-fraudulent histopresentation).

The Company shall in one event (whether in contract, tort or otherwise whatever including non-fraudulent misrepresentation) be liable for any loss or damage that is or arises from: 12.7

oss of profits; loss of anticipated savings

12.7.10 loss of enjoyment of end customers;

12.7.11 administrative or management costs or time used in dealing with the issues relating to defective product

2.8.1 defective product

2.8.1 the Company's total aggregate liability to the Buyer arising from or related to this agreement in respect of any and all claims (whether arising in contract, bord or otherwise whatsoever including non-flazoidient intergreensitation) shall not exceed 550,000 or five times the value related to the contract product of the contract shall be contract. But on the contract exceed a sum off crimition.

12.9 In no circumstances shall the Company's aggregate liability under this contract exceed a sum off crimition.

12.10 These terms and conditions shall not be interpreted as seeking to exclude or restrict any islability of the Company or any contract term or great any indemnity to the Company which cannot, or cannot in the circumstances applying to the contract, be so excluded or restricted or granted under any applicable legislation or other rule of law. To the extent that any restriction or exclusion or indemnity is in part compatible and in part incompatible with such legislation or rule of law concerned.

12.11 Each of the clauses in Clause 12 are to be treated as separate and independent clauses.

12.12 Where Coolds are supplied to the Buyer located in, or for delivery in arother country outside the UK, there shall be no term of the agreement, whether express or implied, that the Coole are supplied in the Buyer arrests on the clause in the country and the Buyer arrests or the clause in the country and the Buyer arrests on the clause in the second and the Buyer arrests on the clause in the country and the Buyer arrests on the clause in the second and the Buyer arrests on the clause in the country and the Buyer arrests on the clause in the country and the Buyer arrests on the clause in the country and the Buyer arrests on the clause in the country and the Buyer arrests on the clause in the country and the Buyer arrests on the cla

the UK, there shall be no term of the agreement, whether express or implied, that the Goods will be suitable for the conditions (or some of them) within, or will comply with any legal requirements of such other country, and the Buyer agrees to rely entirely on its own assessment and enquiries in this respect.

No Claim of any description related to the Goods or Services, or to the terms or circumstances or statements surrounding their supply, shall be brought by the Buyer against the Company at any time beyond two years from the date of the despatch of an invoice in accordance with these terms in respect of the contract price.

The Buyer agrees to indemnify the Company against any claim (including any legal or other costs incurred by the Company defending such a claim) made by a third party against the Company in respect of which lability is excluded or limited as between the Company and the Buyer under these terms and conditions of sale, and arising from or related or connected to:
the Goods, including their packaging and instructions (or any part of them) or Services or; any other matter.

Euger under these terms and conditions of sale, and arising from or related or connected tothe Goods including their packaging and instructions (or any part of them) or Services or,
any other matter.

The Company's liability to the Buyer under these Terms and Conditions and/or in tort and/or
for breach of statutory duty or otherwise whatsoever shall in all events be limited to that
proportion of the Buyer's losses which it would be just and equitable to require the Company
to pay having regard to the extent of the Company's responsibility for the same on the
following assumptions, namely that:
all other consultants, contractors, sub-contractors and suppliers in respect of any project for
which the Goods and/or Services are purchased have provided contractable underskings to
the Buyer that they have exercised and shall continue to exercise all reasonable skill and care
in the performance of their services in connection with the Project and that they have and will
supply only goods and materials that comply with their contracts;
any such other consultants, contractors, sub-contractors and suppliers have paid to the
Buyer such proportion of the losses which it would be just and equitable for them to pay
having regard to the extent of their responsibility for the buyer's losses.

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been performed by the Company.

SALES DOCUMENTATION AND TECHNICAL DATA

No information or expression of opinion contained in any catalogues, technical circulars, pricelests and other literature shall result in any contractual, tortious, misrepresentation or other liability whatsoever for the Company.

Any samples provided are merely indicative of the type of Goods quoted for and the Company is not agreeing thereby to any term as to colour, composition, quality, fitness for any purpose, or compliance with such sample.

Any packaging supplied is intended for delivery to the Buyer and is not intended for onward transportation purposes and the Buyer is responsible for any subsequent movement of the Goods and any necessary packaging in that regard.

If any term herein shall be held to be void or unenforceable for any reason whatsoever, but would be valid if part of the wording of such term were deleted then the term shall apply with such modification as shall make it valid and effective while preserving to the maximum extent its intended effect.

NOTICE

NOTICE

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its address specified overleaf or such other address as the party may from time to time notify in writing and shall be deemed to have been served. If sent by post, 46 hours after posting. If no address is specified overleaf Coods and/or Services corresponded from.

COORS and/or Services corresponded from.

GENERAL

Where it is stated on the face of any quotation or order confirmation of the Company that one of the groups of incoterns apply to the order this shall serve to incorporate into the agreement when made the reference to incoterns from the incoterns 2000 edition except to the extent that given incoterns are inconsistent with these terms and conditions of sale.

Unless otherwise agreed in writing where Goods are to be exported from the UK, the Company is entitled to be paid in cash in Sterling-Further in all export contracts unless agreed otherwise in writing payment shall be made in the agreed currency prior to despatch of the Goods.

18.2

If the Goods.

When payment is made in a currency other than Sterling, the sum payable shall be ncreased, in order to maintain the value of the payment when converted to Sterling, by the precentage of any depreciation of the payment currency against Sterling (as quoted by the Company's principal bankers) which has arisen between the date of the agreement and the late when payment is due (or If later the date when payment is actually many the control of the date when payment is actually many.

user writer jusyment is used (of it lateff to date when payment is actually made).

The Company will be responsible for obtaining any necessary United Kingdom export licence. The Buyer will be responsible for obtaining all necessary licences which it may require to enable it to import and use the Goods and the Buyer shall not be discharged from its obligations hereunder by any total or partial prohibition on import on the promotion of any confliction or restriction upon one-validability of any import licence or by the imposition of any confliction or restriction upon

non-availability of any import licence or by the imposition of any conditions or restriction upon the grant of such licence.

In the event of the Buyer failing to obtain the necessary licences on or prior to the date of dispatch of the Goods by the Company, the Company shall be entitled (at its option and without prejudice to its other rights) to exercise the options as if the case were to be dealt with under clause 3.5 above.

In the event of the law of a particular country or territory refusing to recognise the choice of English law andlor English law andlor English and andlor English and options under Clause 20 below elect by a notice to the Buyer in writing, that any dispute or difference arising under or in relation to the contract or the rights or obligations hereby created, shall be referred to arbitration and award of a single arbitration mutually agreed upon (falling agreement) appointed by the President for the time being of the International Chamber of Commerce. The arbitrater so appointed shall proceed under the said rules of arbitration, the Isw of the arbitration and of the context shall be English and the seal of the arbitration of the Incordure.

PROPER LAW AND JURISDICTION

PROPER LAW AND JURISIOICTION
The contract shall be governed by English Law and any dispute or action arising out of this agreement or related to the substance of or otherwise in connection with this agreement shall be subject to the exclusive jurisidiction of the English Courts save that the Company yet any time at its option and whether in relation to one or more matters of dispute or actions from groecedings against the Buyer in any state or tentroly that the Company chooses and which accepts jurisdiction. Nothing in this agreement shall be resided as limiting the right of the Company to proceed to Nothing in this agreement shall be resided as limiting the right of the Company to proceed to determine. Nor shall the taking of proceedings or enforcing any judgment or order in any other jurisdictions preclude the Company from taking proceedings or enforcing any judgment or order in any other jurisdiction whether concurrently or not.

MANYER

TRAINER

The rights and remedies of the Company shall not be diminished, waived or extinguished by the granting of any includgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies.

HEADNIGS

TRADITION
The headings of these terms and conditions are for convenience only and shall have no affect on the interpretation.